# **Towns County Herald**

### Legal Notices for May 10, 2017

### STATE OF GEORGIA County of Towns Notice to debtors and creditors

REISTATE OF LOIS AND CHEMICAS REISTATE OF LOIS K. HORNE All debtors and creditors of the estate of Lois K. Horne, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of cold Extert consultion to hum and the second said Estate, according to law, and all persons said Estate, according to law, and an persons indebted to said estate are required to make immediate payment to the Executor. This 10th day of April, 2017. Lois Rowena Hutchins Address: 2932 Mountain Trace Dearvell. C 020075 Roswell, GA 30075 T(Apr19,26,May3,10)B

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

RE: Estate of Cecil L. Rhinehardt All creditors of the estate of Cecil L. Rhine-hardt, deceased, of 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 summer the the undemined Indepide to sale estate are required to immediate payment to the undersigned. This 28th day of March, 2017. Russell M. Stookey, Attorney at Law Personal Representative P0 Box 310

Hiawassee, GA 30546 706-896-2241

T(Apr19,26,May3,10)B

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

RE: Estate of James Harold Christy, Jr. All creditors of the estate of James Harold Christy, Jr., deceased, of Towns County, Geor-gia, are hereby notified to render their de-mands to the undersigned according to law, and all persons indebted to said estate are required to render interaction. required to make immediate payment to the

Indersigned to make minieutation undersigned. This 20th day of April, 2017. Thomas W. Walker Administrator of the Estate of James Harold Christy, Jr.

T(May3,10,17,24)B

### NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA

COUNTY OF TOWNS RE: Estate of Richard A. Schmidtke All creditors of the estate of Richard A. Schmidtke, deceased, of Towns County, Geor-gia, are hereby notified to render their de-mands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. undersigned. This day of May, 2017. Elizabeth Irene Phillips Personal Representative 1522 Heathers Cove Road Hiawassee, GA 30546 706-994-3702

# IN THE PROBATE COURT OF TOWNS COUNTY State of Georgia In Re: Estate of Marvel Lynn ann Metzger, Deceased

ESTATE NO. 2016-10

T(May10,17,24,31)B

NOTICE [For Discharge from Office and all Liability] IN RE: Petition for Discharge of Temporary Administrator

TO: Anthony Peter Cataldo and all and singular the heirs of said Decedent, the beneficiaries under the will, and to whom t may concern

It may concern: This is to notify you to file objection, if there is any, to the above-referenced Petition, in this Court on or before June 5, 2017. BE NOTIFIED FURTHER: All objections to the Pe-tition must be in writing, setting forth the grounds of any such objections. All objec-tions should be sworn to before a notary pub-lic or before a Probate Court Clerk, and filing fees must be tendered with your objections. fees must be tendered with your objections unless you qualify to file as an indigent party. Contact Probate Court personnel for the re-quired 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 senarted without a beginner.

date. In no objections are mea, be granted without a hearing. David Rogers Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St., Suite C Hiuwersee, 6A 30546 Hiawassee, GA 30546

Address 706-896-3467 Telephone Number T(Mav10.17.24.31)B

### IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF OLIN HORACE HUGHES, DECEASED

ESTATE NO. 2017-27 PETITION FOR LETTERS OF ADMINISTRATION

PETITION FOR LETTERS OF ADMINISTRATION NOTICE TO: All Interested parties Cecil J. Hughes has petitioned to be appointed Administrator of the estate of Olin Horace Hughes deceased, of said County. The Petition-er has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby no-tified to show cause why said Petition should not be granted. All objections to the Petition must be in writing setting forth the grounds of

The 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 May 30, 2017. BE NOTIFIED FURTHER: All objections to the Pe-tition must be in writing, setting forth the grounds of any such objections. All objec-tions 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. Con-tact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later 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: Kerry L. Berrong Clerk of the Probate Court 48 River 51, Suite C

48 River St., Suite C Hiawassee, GA 30546 Address 706-896-3467

**Telephone Number** -T(May3,10,17,24)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF DEPENDENCE OF DEPENDENCE

LOIS BRIDGES HUGHES, DECEASED ESTATE NO. 2017-28 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE TO: All Interested parties Cecil J. Hughes has petitioned to be appointed Administrator of the estate of Lois Bridges Hughes deceased, of said County. The Petition-er has also applied for waiver of bond and/or grant of certain powers contained in 0.C.G.A. § 53-12-261. All interested parties are hereby no-tified to show cause why said Petition should not be granted. All objections to the Petition must be in writing setting forth the grounds of not be granted. An objections to the reduction must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before May 30, 2017. BE NOTIFIED FURTHER: All objections to the Pe-tition must be in writing, setting forth the grounds of any such objections. All objec-tions objections are before or enter while

the grounds of any such objections. All objec-tions 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. Con-tact 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 bearing granted without a hearing.

David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
Г(May3,10,17,24)В
i (wayo, i u, i / ,24)d

#### NOTICE OF TRADE NAME REGISTRATION

Notice is hereby given that the business op-erated at 1239 Bugscuffle Road, Hiawassee, GA 30546, and mailing of P.O. Box 4, Young Harris, GA 30582, under the name of Carl Ed-wards Honey, is owned and carried on by Subi Apiaries, Inc., with a business address of 1239 Bugscuffle Road, Hiawassee, GA 30546, and mailing of P.O. Box 4, Young Harris, GA 30582, and that the Registration Statement relating thereto required by O.C.G.A. § 10-1-490 has thereto required by O.C.G.A. § 10-1-490 has been filed with the Clerk of the Superior Court of Towns County, Georgia.

Suubi Apiaries, Inc. By: Norman W. David, Chief Executive Officer (3.10)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF MARY D. FAIR, DECEASED ESTATE NO. 2017-25 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE TO: All Interested parties Karen Fair MacNeill has petitioned to be ap-pointed Administrator(s) of the estate of Mary D. Fair deceased, of said County. The Petitioner thas also applied for waiver of bond and/or grant of certain powers contained in 0.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 May 22, 2017. BE NOTIFIED FURTHER: All objections to the Pe-tition must be in writing, setting forth the grounds of any such objections. All objec-tions should be sworn to before a notary public

tions should be sworn to before a notary public or before a Probate Court Clerk, and film fees must be tendered with your objections, unless you qualify to file as an indigent party. Con-tact 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 date. If no objections are nied be granted without a hearing David Rogers Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St., Suite C Hiawassee, GA 30546 Address 706-896-3467 Telephone Number T(Apr26, May3.10.17)B

# THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA YOUNG HARRIS COLLEGE, Plaintiff,

ALL THE WORLD Defendant

CIVIL ACTION \*FILE NO. 17-CV-15-SG NOTICE To the heirs at law of W. H. Dean and to whom

To the heirs at law of W. H. Dean and to whom ever else it may concern: You are hereby notified of the above styled action seeking to establish title to the below described property against All The World was filed on the 7th day of February, 2017 in the Su-perior Court of Towns County, Georgia, Enotah Judicial Circuit, and that by reason of Order for Service by Publication entered by said Court on the 24th day of April, 2017 you are hereby commanded to be and appear at said Court within thirty days of the date of the Order for Service by Publication to answer said Petition and file pleadings before the Court. and file pleadings before the Court.

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 132 of Towns County, Georgia containing 57.503 acres and being more particularly described as follows

as follows: BEGINNING at an iron pin located at the origi-nal corner common to Land Lots 132, 133, 156 and 157 of said District and Section and run-ning thence with the land lot common to Land Lots 132 and 133 and with the line common to property now or formerly of Nichols for a bear-ing and distance of N 00° 09' 18" W 335.15 feet on sing in (1" ones the pine) on said line ing and distance of N 00° 09' 18" W 335.15 feet to an iron pin (1" open top pipe) on said line north of Kirby Cove Road; thence continuing along said line N 00° 09' 18" W 1427.42 feet to an axle; thence running with the line common to property now or formerly of Cook N 88° 48' 23" E 664.45 feet to an iron pin (1-1/2" open top pipe) thence N 88° 48' 23" E 7.24 feet to the centerline of a stream; thence running with said stream centerline, two courses and distances marked by surveyor's chords as fol-lows: N 05° 13' 36" E 0.52 feet and N 44°'14' 47" E 10.77 feet; thence leaving the centerline 47" E 10.77 feet; thence leaving the centerline of said stream and running with the line com-mon to properly now or formerly of Fatora N 79° 24'58" E 116.07 feet to an iron pin; thence running N 89° 20' 22" E 112.00 feet to an iron pin; thence running N 87° 50' 12" E 176.00 feet to an iron (3/87" rehar't thence running with to an iron pin (3/8" rebar): thence running with a line common to property now or formerly of Fatora N 00° 46' 38" W 337.23 feet to an iron pin (3/8" rebar) thence N 00° 46' 38" W 8.90 feet to the apparent southern right of way line of Thomas Town Road at the intersection the of Thomas lown Roda at the intersection thereof with the apparent southern right of way line of Dyer Cove Road; thence running with the apparent southern right of way line of Dyer Cove Road in four courses and distances as follows: N 81° 06' 30° E 147.15 feet; N 87° 06' 03° E 31.24 feet, S 84° 01' 04" E 37.23 feet and S 81° 57' 57" E 84.81 feet to an iron pin (1.14" one ton pina); thence leaving said and S 81° 57' 57" É 84.81 feet to an iron pin (1-1/4" open top pipe); thence leaving said apparent right of way line and running with the line common to property now or formerly of Huckaby S 02° 13' 11" E 644.14 feet to an axle on the top of the ridge at a point common to property now or formerly of Huckaby, Sims and Dyer; thence running with the centerline of the top of the ridge along the line common to property now or formerly of Dyer, marked by surveyor's chords as follows: S 14° 57' 45" W 71.79 feet, S 16° 11' 07" W 42.46 feet, S 03° 57' 21" W 32.59 feet, S 08° 09' 58" E 49.57 feet. S 71.79 teet, S to 11 07 W 42.46 teet, S to 37 21 W 32.59 feet, S 08 09 58 " E 49.57 feet, S 16°51' 22" E 109.26 feet, S 03° 43' 27" E 109.07 feet, S 03° 55' 04" E 121.36 feet, S 01° 02' 54" E 115.26 feet, S 28° 36' 00" W 188.04 feet, S 36° 06' 10" W 43.38 feet, S 44° 53' 51" W 72.08 feet, S 82° 52' 11" W 96.36 feet, S 74° 24' 04" W 76.28 feet, S 25° 31' 34" W 47.26 feet, S 03° 04' 24" W 26 56 feet S 28° 59' 29° 59' 38" E 08 34 feet W 76.28 feet, 5.25 31 34 W 47.20 feet, 5.05 49 34 W 52.62 feet, 5.28 50 38 Fe, 58.34 feet, 5.41° 19' 48" E62.97 feet, 5.52°45' 34" E47.14 feet, 5.26°46' 39" E 66.67 feet, 5.34° 47' 35" E 106.75 feet, 5.41° 49' 14" E127.32 feet and 5.27° 20' 55" E 149.64 feet to an iron pin on the original southern line of Land Lot 132 (said pin being located \$ 89° 29' 25" E 1212.33 feet from an iron pin located at the corner common to Land Lots 131, 132, 157 and 158 of said District and Section); thence running with the southern line of Land Lot 132 N 89° 29' 25" W 1430.59 feet to the POINT OF BEGINNING.

The above described tract is more particularly shown and described on a plat of survey for Young Harris College by Southern Geosystems, Ltd., James C. Jones, R.LS, dated 10/09/06 and recorded in Plat Book 33, Page 85, of Towns County records, said plat being incorporated WITNESSETH the Honorable N. Stanley Gunter, Judge of said Court, this 24th day of April, 2017

Cecil Dye, Clerk of Superior Court

Towns County Enotah Judicial Circuit

T(May3,10,17,24)B

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA IN THE INTEREST OF:

**BS** 

DOB: 10-02-2015

SEX: MALE case no. 139-17j-9A CHILD UNDER THE AGE OF EIGHTEEN

NOTICE OF TERMINATION OF PARENTAL RIGHTS HEARING

TO: RACHEL HALL. Mother of the above-named

TO: RACHEL HALL, Mother of the above-named child By Order for Service by Publication dated the 27th day of April, 2017, you are hereby noti-fied that on the 30th day of March, 2017, the Towns County Department of Family and Chil-dren Services, Georgia Department of Human Services, field a Petition for Termination of Parental Rights against you as to the above-named child and this Court found it to be in the child's bet interest that the Petition be filed. child's best interest that the Petition be filed. This notice is being sent to you pursuant to the provisions of 0.C.G.A. § 15-11-281 and 282. A copy of the Petition for Termination of Parental Rights may be obtained by you from the Clerk at the Towns County Courthouse during business hours. The hearing on the Petition for Ter-mination of Parental Rights is for the purpose

REQUEST FOR PROPOSAL FOR Construction Management-At-Risk For Facility Projects

FOR FACILITY PROJECTS FOR THE TOWNS COUNTY SCHOOL DISTRICT The TOWNS COUNTY SCHOOL SYSTEM will receive proposals until June 10, 2017 at 3:00 p.m. for Construction Management-at-Risk services for certain facility projects including some or all of the following

some or all of the following: 1. Towns County Middle/High School Renova-tions and Modifications 2. Towns County Elementary School Renova-tions and Modifications Copies of the RFP are available by faxing or e-mailing a request for the RFP to: CM RFP Attontion Mr. Box Boxes Attention: Mr. Roy Perren Facilities Director Towns County Schools 67 Lakeview Circle, Suite C Hiawassee, Georgia 30546 Phone: (706) 896-4131 Prone: (706) 896-4131 Cell: (770) 842-6586 Fax: (706) 896-2632 E-mail: rperren@townscountyschools.org The Towns County Board of Education reserves the right to reject any and all proposals and to waive technicalities

### STATE BOARD MEMBER TO HOLD PUBLIC HEARING

T(May10,17,24,31)B

May 24, 2017 Kevin Boyd to Host State Board of Education Ninth District Public

Hearing The State Board of Education will hold a public hearing for citizens in the Ninth Congressio-nal District on Wednesday, May 24, 2017. The meeting will be held from 7:00 – 8:00 p.m. at North Hall High School, Performing Arts Cen-ter, 4885 Mt. Vernon Road, Gainesville, Georgia 30506

The purpose of the hearing is to hear comments from interested citizens and educators within the congressional district regarding the performance and problems of public educa-tion. Persons wishing to speak should sign in upon arrival. For more information, please contact Mrs. Debbie Caputo at 404-657-7410. The Georgia Department of Education does not discriminate on the basis of disability in ad-mission to, access to, or operations of its pro-grams, services or activities. Individuals who need assistance or auxiliary aids for participa-tion in this public forum are invited to make their needs known to Mrs. Debbie Caputo at (400) 657 210 per letter theo 70 hours before (404) 657-7410, no later than 72 hours before the scheduled event. NT(May10,17)E

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

County Pursuant to the Power of Sale contained in a Security Deed given by John J. Patterson and Irene J. Patterson to Mortgage Electronic Reg-istration Systems, Inc. as nominee for Branch Banking and Trust Company dated 10/24/2012 and recorded in Deed Book 522 Page 514 and recorded in Deed Book 522 Fage 514 Towns County, Georgia records; as last trans-ferred to or acquired by Branch Banking and Trust Company, conveying the after-described property to secure a Note in the original prin-cipal amount of \$ 243,700.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door est bidder for cash before the Courthouse door of Towns County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on June 06, 2017 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednes-day of said month), the following described

### property: Tract A:

All that certain tract or parcel of land lying and being in Land Lots 7 and 8 in the 19th Dis-trict, 1st Section of Towns County, Georgia and being more particularly described as Lot 30, containing 1.14 acres, more or less, of Hi River County Subdivision, Phase Two, as shown on and described on a nate of survey of record in and described on a plat of survey of record in Plat Book 17, Page 109, Towns County, Georgia records, which plat is incorporated herein by reference and made a part hereof. Subject to Covenants and Restrictions as re-corded in Deed Book 80, Pages 762-763, Towns County, Coveric an exectly

County, Georgia records.

Subject to easements and other matters of sur-vey as shown on the above referenced plat. Tract B:

All that tract or parcel of land lying and being in Land Lot 21 in the 19th District, 1st Section in Land Lot 21 in the 19th District, 1st Section of Towns County, Georgia and being more par-ticularly described as Tract 2, containing 0.550 acres, being part of Lot 29 of HI River Country Subdivision, Phase Two, as shown on and de-scribed on plat of survey of record in Plat Book 21, Page 290, Towns County, Georgia records, which plat is incorporated herein by reference and made a part hereof. Subject to covenants and restrictions as re-corded in Deed Book 80, Pages 762-763, Towns County, Georgia records. Subject to easements and other matters of sur-vey as shown on the above referenced plat.

Subject to easements and other matters of sur-vey as shown on the above referenced plat. This part of Lot 29 of Hi River Country shall be sold only with Lot 30 of Hi River Country or can be combined and sold with the other half of Lot 29. No residence can be built on this half

of Lot 29. The property is conveyed together with that certain Deed of Easement as recorded in Deed Book 415, Page 257, Towns County, Georgia

The debt secured by said Security Deed has been and is hereby declared due because of,

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTCE OF SALE UNDER POWER Under and by virtue of the power of sale con-tained in a Security Deed from LEONARD L. SO-FIELD and DEBRA D. SOFIELD to UNITED COM-MUNITY BANK, dated March 1, 2006, recorded March 22, 2006, in Deed Book 366, Page 91, Towns County, Georgia records, said Security Deed being given to secure a Note from LEON-ARD L. SOFIELD dated March 1, 2006, in the original principal amount of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, with interest due thereon on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before outcry to the highest bidder for cash before the Courthouse door at Towns County, Geor-gia, within the legal hours of sale on the first Tuesday in June, 2017, the following described

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Security Deed executed by Johnny Wade Persali in favor of Commu-nity 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, modified [DATE], recorded at Deed Book [NUMBER], page [NUM-BER] of the [COUNTY] County, Georgia Deed Records,the undersigned will sell at public outry to the highest bidder for cash before the door of the Counthuse of Towns County, Georgia, during the legal hours of sale, on the

the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in June, that being June 6, 2017, 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 Asso-ciates, Inc., John G. Stubblefield, R.S. #2599, dated July 22, 1996, recorded in Plat Book 21, Page 98, Towns County records which descrip-tion on said plat is incorporated herein by ref-erence and made a part hereof.

evence and made a part nereof. 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 fa-vor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County records.

records. Said property is subject to any easements, re-strictions and rights of way as shown on said plat or of record. ALSO CONVEYED is a 1999 Peach State mo-bile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

property, bearing VIN# PSH26A0932A and PSH26A0932B. The debt secured by said Security Deed is evi-denced by a Commercial Promissory Note (the "Note") from Johnny Wade Persail 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 de-clared 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 indebt-edness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provid-ed in the Note and the Security Deed, said sale

ed in the Note and the Security Deed, said sale

ed 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 aforemen-tioned Security Deed.

Jonnhy Wade Persail 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. 0. Box 1457 Gainesville, GA 30503 CT20, 520 ect 2

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale con-tained in a Deed to Secure Debt given by W.C. Garrett and Elva Elizabeth Garrett to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Urban Financial Group, dated May 13, 2009, and recorded in Deed Book 456, Page 45 Towns County Georgia records as

May 13, 2009, and recorded in Deed Book 430, Page 45, Towns County, Georgia records, as last transferred to Reverse Mortgage Solu-tions, Inc. by Assignment recorded in Deed Book 586, Page 466, Towns County, Geor-gia Records, conveying the after-described property to secure a Note of even date in the original principal amount of \$300,000.00, with interact at the rate sense in there will

interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Court-house door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in June, 2017, to wit: June 6, 2017, the following decretified research:

tioned Security Deed.

Johnny Wade Persall

(770) 532-6312

records.

property: All that tract or parcel of land lying and be All that tract or parcel of land lying and be-ing in the 18th District, 1st Section, Land Lot 203, Towns County, Georgia, containing 0.58 acre, as shown on a play of survey prepared by Lane Bishop & Associates, Lane S. Bishop, RLS #1575, dated 10/7/96, and recorded in Plat Book 17, Page 107 of the Towns County records, said plat being incorporated herein by reference for a full description of said prop-erty. erty.

Grantor conveys unto Grantee all rights, title and interest that he has in and to the real property adjoining the entire southwest boundary of said property as it extends to the centerline of Swallows Creek Road, subject to the road right of way. The northeast boundary line of the above de-

The hormeast boundary line or the above de-scribed property is subject to the terms and conditions of the boundary line agreement be-tween Lloyd Lee and Claudia A. Wright and Au-bra J. Sexton and Eloise Sexton, dated March 11, 2004, and recorded in Deed Book 299, Page 343, of the Towns County records. Grantees shall also have the right to draw a sufficient amount of water to sumply a resi-

sufficient amount of water to supply a resi dence from the spring on adjoining property, said spring being located approximately 700 feet North of this property, Grantees shall have an easement 3 feet in width in a direct line from an easement 3 feet in width in a direct line from this property to the aforesaid spring for the purpose of running a water line. Grantees shall also have the right if ingress and egress over the said property for the purpose of installing and repairing said water line. This right shall run to the Grantees' heirs and assigns. Known: 4857 Swallows Creek Rd.

Included herewith is a 1978 Summit Dou blewide Mobile Home, VIN No. H13142GR & H13142GL

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

among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property will be sold subject to any out-standing ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the prop-erty, any assessments, liens, easements, en-cumbrances, 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 under-signed, the party in possession of the property

signed, the party in possession of the property is LEONARD L. SOFIELD and DEBRA D. SOFIELD

or a tenant or of hELD and DEDINED. SO HELD UNITED COMMUNITY BANK, as attorney in Fact for LEONARD L. SOFIELD and DEBRA D. SOFIELD

L. Lou Allen Stites & Harbison, PLLC

520 West Main Street

520 West Main Street Blue Ridge, Georgia 30513 (706) 632-7923 File No. 7484A-03821 THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE UPER FOR THAT PURPORE OBTAINED WILL BE

**USED FOR THAT PURPOSE** Г(May10,17,24,31)В

#### NOTICE OF SALE UNDER POWER **STATE OF GEORGIA**

**COUNTY OF TOWNS** Under and by virtue of the power of sale con-tained in that certain Security Deed executed by Johnny Wade Persall in favor of Commu-nity Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 650-655 in

Inty Bank & Irust dated March 29, 2006, 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, modified [DATE], recorded at Deed Book [NUMBER], page [NUM-BER] of the [COUNTY] County, Georgia Deed 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 June, that being June 6, 2017, the following described property: All that tract or parcel of land lying and be-ing in 17th District, 1st Section, Land Lot 3, Towns County, Georgia, containing 6.00 acres,

of terminating your parental rights is to the purpose of terminating your parental rights. A state of the out in the Petition to Terminate Parental Rights are true and that termination of your rights will serve the best interests of your child, the Court can enter a judgment ending your rights

to your child. If the judgment terminates your parental rights, you will no longer have any rights to your child. This means that you will not have the right to This means that you will not have the right to visit, contact, or have custody of your child or your child's earnings or property. You will not thereafter be entitled to notice of proceedings for the adoption of the above-named child by another, nor will you have any right to object to the adoption or otherwise to participate in the proceedings. Your child will be legally freed to be adopted by someone else.

Even if your parental rights are terminated: 1) You will still be responsible for providing financial support (child support payments) for your child's care unless and until your child is adonted:

2) Your child can still inherit from you unless

and until your child is adopted; and 3) Your child can still pursue any civil action against vou.

This Court will conduct a provisional hearing This Court will conduct a provisional hearing upon the Petition for Termination of Parental Rights on the 11th day of May, 2017 at 1:00 p.m. in the Union County Courthouse, Blairs-ville, Georgia. This Court will conduct a final hearing upon the Petition for Termination of

Parental Rights on the 28th day of June, 2017 at 11:00 a.m. in the Union County Courthouse, Blairsville, Georgia. The child and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may becase and bise ware wan burner (from ward 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 his a lawyer without undus financial able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be ap-pointed 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 appoint-d to represent you, you must late the Court ed 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 the 27th day of April, 2017. Honorable Jeremy Clough Judge, Juvenile Court Towns County, Georgia **Enotah Judicial Circuit** (Mav3.10.17.24)B

among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Nets and C in the manner provided in the Note and Secu-rity Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including at-

The sectory beed and by taw, including ac-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 2515 Buck Run, Hiawassee (6A 30546 together with all fixtures and personal property attached to advantitions exect of cold protects if any and constituting a part of said property, if any To the best knowledge and belief of the under-signed, the party (or parties) in possession of the subject property is (are): John J. Patterson and Irene J. Patterson or tenant or tenants. Branch Banking and Trust Company is the entity or individual designated who shall have Fill authority to negotiate, amend and modify all terms of the mortgage. Branch Banking and Trust Company Mortgage Loan Servicing P.O. Box 2467 Greenville, SC 29602-2467 4 eoo eor 2370

1-800-827-3722

Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan. Said property will be sold subject to: (a) any

outstanding ad valorem taxes (including taxes outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that consti-tute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of re-demention the set of the set of a second demption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first each with change first set out above.

first set out above. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation and audit of the status of the loan with the helder of the Society pood Pursuant to the holder of the Security Deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of iudicial and non-iudicial sales in the State of Georgia, the Deed Under Power and other fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

Branch Banking and Trust Company as agent and Attorney in Fact for John J. Patterson and Irene J. Patterson

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Geor-gia 30305, (404) 994-7637. 1207-890Å

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECT OR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1207-890A T(May10,17,24,31)B

Ing in Trun District, ist section, callo Lot 3, Towns County, Georgia, containing 6.00 acres, as shown on a plat of survey by North Geor-gia Land Surveyors, recorded in Plat Book 13, Page 125, Towns County records which de-scription on said plat is incorporated herein by with the surveyord mode a part hereof reference and made a part hereof.

Said property is subject to an easement in fa-vor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County

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 bal-ance of said debt has, therefore, been declared the Generic Deed for the Security Deed for the secure balance balance of said debt has, therefore, been declared the generic balance balance balance balance balance of said debt has, therefore, been declared the generic balance due and the Security Deed foreclosable ac-

due and the Security Deed foreclosable ac-cording 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 indebt-edness, 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(Mav10.17.24.31)B

June, 2017, to wit: June 6, 2017, the following described property: All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 315, Towns County, Georgia, containing 2.0 acres, more or less, as shown on a plat of survey by G. Gregory, dated August 16, 1966, recorded in Plat Book 13, Page 49, Towns County Records and more particularly described as follows: beginning at the intersection of Land Lots 292, 293, 314 and 315, running thence South 82 de-grees 45 minutes East 1375 feet, more or less, to the true point of beginning, run thence North 87 degrees 30 minutes Kest 548.0 feet; thence North 3 degrees 00 minutes East 171.0 feet; thence North 2 degrees 15 minutes East 33.0 feet; thence South 82 degrees 00 minutes East 563.0 feet to a point; thence South 1 degree 563.0 feet to a point; thence South 1 degree 15 minutes West 195.0 feet to the true point of beginning. 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. The debt remain-ing 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).

operty is commonly known as 6064 Pat Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the Knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): W.C. Garrett and Elva Eliza-beth Garrett or tenant or 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 prop-erty, and (c) all matters of record superior to the Deed to Secure Debt first set out above, in-under the superior between the security of the cluding, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) con-

the U.S. Bankruptcy Code; (2) 0.C.G.A. Section 9-13-172.1; and (3) 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 pre-

ceding paragraph. Pursuant to 0.C.G.A. Section 44-14-162.2, the entity that has full authority to negotiate, amend and modify all terms of the mortgage with the debtor is

With the debtor is: Reverse Mortgage Solutions, Inc. Attention: Loss Mitigation Department 14405 Walters Road, Suite 200 Houston, TX 77014 1-866-503-5559

The foregoing notwithstanding, nothing in OC.G.A. Section 44-14-162.2 shall be con-strued to require the secured creditor to nego-tiate, amend or modify the terms of the Deed to Source Datt described barsin to Secure Debt described herein. This sale is conducted on behalf of the se-

cured creditor under the power of sale granted in the aforementioned security instrument, specifically being

Reverse Mortgage Solutions, Inc. as attorney in fact for W.C. Garrett and Elva Elizabeth Garrett

Martin & Brunavs

5775 Glenridge Drive

Building D, Suite 100

Atlanta, GA 30328

404.982.0088 This law firm is acting as a debt collec-TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE MBFC16-263

T(May10,17,24,31)B