

Towns County Herald

Legal Notices for February 20, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS
RE: Estate of Fred R. Trimble
All debtors and creditors of the estate of Fred R. Trimble, 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 12th day of February, 2013.
Brenda Jo Trimble, Personal Representative

2820 Cobblestone Drive
Cumming, GA 30041
770-205-3915
Tf#66.13.20.718

NOTICE OF PETITION TO CHANGE NAME STATE OF GEORGIA TOWNS COUNTY
Notice is hereby given that Ryan Michael Legate, the undersigned petitioner, has filed a petition to the Superior Court of Towns County, Georgia, on February 12, 2013, praying for a change in the name of petitioner from Ryan Michael Legate to Ryan Michael Steck. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.
This 12th day of February, 2013.
Ryan Michael Legate, Petitioner
776 Crooked Creek Road
Young Harris, GA 30582
Tf#66.13.20.718

NOTICE OF PETITION TO FILE FORTY YEAR'S SUPPORT
In Re: Estate of Bobby Merrill Crapps, Deceased
Estate No. 2012-1
The petition of Tsun-Lien Rose, for a year's support from the estate of Bobby Merrill Crapps, deceased, for decedent's surviving spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before March 25, 2013, 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 on or before the time stated in the preceding sentence. All pleadings/objections must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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 Probate Judge
By: Bonnie Sue Dixon
Clerk of the Probate Court
48 River Street, Suite C
Hiwassee, GA 30546
706-896-3467
NF#66.13.20.718

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA COMMUNITY & SOUTHERN BANK, Petitioner,

GREGORY A. DEMUTH, Respondent CIVIL ACTION FILE NO. 12-CV-284-MM

NOTICE OF PUBLICATION FOR GREGORY A. DEMUTH
By Order for service by publication dated the 22nd day of January, 2013, you are hereby notified that on September 27, 2012, C&S filed a Report of Sale and Application for Confirmation and Approval of Foreclosure Sale against Respondent Gregory A. Demuth. The Respondent defaulted in the payments due under a promissory note.

You are required to file with the Clerk of the Superior Court of Towns County, Georgia, and to serve upon petitioner's attorney, Jason Godwin, Busch, Slipakoff & Schuch, LLC, 3330 Cumberland Boulevard, Suite 300, Atlanta, Georgia 30339, an Answer in writing within sixty (60) days of the date of this order for publication. The Petitioner in the above styled action has set, let the same be scheduled, and let the Respondent show cause before the Superior Court of Towns County, Georgia, located at 48 River Street, Hiwassee, Georgia 30546, on the 30th day of April, 2013, at 9:00 a.m., as to why Petitioner's requests should not be granted.
WITNESS, the Honorable Murphy Miller, Judge of this Superior Court.
This 7th day of February, 2013.
Gregory A. Demuth, Deputy Clerk, Superior Court
FOR: Cecil Dye, Clerk
Tf#66.13.20.718

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA
IN RE: Estate of Elton Don Ledford, Deceased
Estate No. 2013-6
PETITION FOR APPOINTMENT OF ADMINISTRATOR
NOTICE
All interested parties known and unknown

Margaret Ledford has petition to be appointed Administrator(s) of the estate of Elton Don Ledford, deceased, of said County. The Petitioner 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 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 March 19, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees.

By: Bonnie Sue Dixon, Probate/Deputy Clerk
48 River Street, Suite C
Hiwassee, GA 30546
706-896-3467
NF#66.13.20.718

NOTICE GEORGIA, TOWNS COUNTY
IN RE: Estate of Duffey for Temporary Estates of Duffey Minors, Minor
Estate No. 2013-5
TO: Amber Milner

You are hereby notified that a petition for the appointment of a temporary guardian has been filed regarding the above-named minor. All objections to the Petition described above either to the appointment of a temporary guardian or the appointment of the petitioner(s) as temporary guardian(s), must be in writing, setting forth the grounds of any such objections, and must be filed with the court no later than 14 days after this notice is mailed, or 10 days after this notice is personally served upon you or ten days after the second publication of this notice if you are served by publication.

All pleadings/objections must be signed before a notary public or Georgia probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number for the required amount of filing fees.
David Rogers, Probate Judge
By: Bonnie Sue Dixon, Probate/Deputy Clerk
48 River Street, Suite C
Hiwassee, GA 30546
706-896-3467
NF#66.13.20.718

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA
IN RE: Estate of Debra N. Rogers, Deceased
Estate No. 2012-78
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE
TO: Any other whose current address is unknown, Guardian ad litem of Melissa Lynn Rogers

Jerry Rogers has petition to be appointed Administrator(s) of the estate of Debra N. Rogers, deceased, of said County. The Petitioner 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 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 March 12, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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, Probate Judge
By: Bonnie Sue Dixon, Probate/Deputy Clerk
48 River Street, Suite C
Hiwassee, GA 30546
706-896-3467
NF#66.13.20.718

STATE OF GEORGIA COUNTY OF TOWNS
IN RE: Estate of John Martin Prieto, Deceased

All creditors of the estate of John Martin Prieto, deceased, late 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 payment to the undersigned.
This 11th day of February, 2013.
Thomas E. Prieto, Executor of the Estate of John Martin Prieto, deceased

1102 Sunnison Court
Griffin, WI 53024
Tf#66.13.20.718

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS STATE OF GEORGIA COUNTY OF TOWNS

The undersigned hereby certify that Daniel Warren, conducting a business as 2486 Hwy. 76, in the City of Hiwassee, County of Towns, in the State of Georgia, under the name of TaserPark.com, and that the nature of the business is Electronic Repair and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are: Daniel Warren, 881 Locust Trailer, Hiwassee, GA 30546, 706-851-9007.
Tf#66.13.20.718

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA
IN THE INTEREST OF: ASHTON MONEYPACKER DOB: 09-06-2012 SEX: MALE

A CHILD UNDER THE AGE OF EIGHTEEN CASE NO. 139-124-39a ORDER FOR SERVICE BY PUBLICATION AS TO PUTATIVE FATHER JOHN DOE
The Petitioner having moved the Court for an order directing service to be made upon JOHN DOE, the putative father of the above-named child, by publication of summons for the hearing on the Petition for Temporary Custody as it appearing from the petition and from the affidavit for service by publication that the putative father cannot be found within the State, IT IS HEREBY ORDERED, this 7th day of January, 2013 that the summons be made upon JOHN DOE by publication in accordance with O.C.G.A. §§ 9-11-4 and 9-11-5.
Honorable Gerald Bruce Judge, Juvenile Court
The undersigned hereby certifies that the petition and from the affidavit for service by publication that the putative father cannot be found within the State, IT IS HEREBY ORDERED, this 7th day of January, 2013 that the summons be made upon JOHN DOE by publication in accordance with O.C.G.A. §§ 9-11-4 and 9-11-5.
Honorable Gerald Bruce Judge, Juvenile Court

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by David J. Harris and Kelly Wynn Harris to JP-Morgan Chase Bank, N.A., dated April 28, 2010, recorded in Deed Book 473, Page 444, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED AND 0/100 DOLLARS (\$167,280.00), 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 Towns County, Georgia, within the legal hours of sale on the first Tuesday in March, 2013, the following described property: All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 90 and 91 of Towns County, Georgia, being designated as Lot Three (3), The Woodlands Subdivision, containing 1.01 acres, more or less, as shown on a plat of survey by Landtech Services, Inc., dated January 9, 2007, recorded in Plat Book 38, Page 251-253. Towns County, Georgia Records, which description on said plat is incorporated herein by reference and made a part hereof. Subject to the road easements as shown on said plat. Subject to restrictive covenants as recorded in Deed Book 458, Page 331, Towns County, Georgia Records. Subject to all matters appearing on the above referenced plat of survey. Also herewith is a non-exclusive perpetual easement for ingress, egress and utilities along Red Bud Lane as shown on the above referenced plat of survey. The property 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, and the 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 of intent to collect attorney's fees being given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan. JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 42129, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding 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 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 party in possession of the property is David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 233 Red Bud Lane, Hiwassee, Georgia 30546.

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. JP-Morgan Chase Bank, National Association as Attorney in Fact for Wells Fargo Bank, N.A., is the holder of the Note and 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: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50308, 800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Miriam A. Thomas and Bryan C. Thomas, Jr. or a tenant or tenants and said property law, including attorney's fees (notice of intent to collect attorney's fees being 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), any matters 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 party in possession of the property is David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 233 Red Bud Lane, Hiwassee, Georgia 30546.

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. JPMorgan Chase Bank, National Association as Attorney in Fact for David J. Harris and Kelly Wynn Harris aka Kelly A. Harris and Kelly Wynn Harris aka Kelly A. Harris, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.legal.com MSP/Inc 3/5/13 Our file no. 1624210-F-270
Tf#66.13.20.718

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Gloria Ann Swanson to The Bank of Hiwassee, dated December 13, 1997, recorded in Deed Book 161, Page 631, Towns County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of EIGHTY-SIX THOUSAND TWO HUNDRED FIFTY AND 0/100 DOLLARS (\$86,250.00), 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 Towns County, Georgia within the legal hours of sale on the first Tuesday in March, 2013, the following described property: All that tract or parcel of land lying and being in Land Lot 110, 18th District, 1st Section, Towns County, Georgia containing 1.040 acres, being Lot Two (2) of Rolling Acres Subdivision as shown on a plat of survey by Tamrock Associates, Inc., dated 11/9/97, recorded in Plat Book 22, Page 42 Towns County Records which description on said plat is incorporated herein by reference. The property is conveyed subject to the water meter and power lines as shown on said plat. The property is conveyed subject to the road right of way as shown on said plat. The property is conveyed subject to the water line running through the property. The property is conveyed subject to the restrictions of record pertaining to Rolling Acres. The debt secured by said Security Deed 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 of intent to collect attorney's fees being given). JPMorgan Chase Bank, National Association holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan. JPMorgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 7255 Baymeadows Way, Jacksonville, FL 32256, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding 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 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 party in possession of the property is Gloria Ann Swanson or a tenant or tenants and said property is more commonly known as 351 Rolling Acres, Hiwassee, Georgia 30546. 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. JP-Morgan Chase Bank, National Association as Attorney in Fact for Wells Fargo Bank, N.A., is the holder of the Note and 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: Wells Fargo Home Mortgage a div. of Wells Fargo Bank, N.A., PO Box 10335, Des Moines, IA 50308, 800-416-1472. To the best knowledge and belief of the undersigned, the party in possession of the property is Miriam A. Thomas and Bryan C. Thomas, Jr. or a tenant or tenants and said property law, including attorney's fees (notice of intent to collect attorney's fees being 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), any matters 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 party in possession of the property is David J. Harris and Kelly Wynn Harris aka Kelly A. Harris or a tenant or tenants and said property is more commonly known as 233 Red Bud Lane, Hiwassee, Georgia 30546.

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