

Towns County Herald

Legal Notices for October 7, 2015

NOTICE TO CREDITORS AND DEBTORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Edgar Lawton Wofford
All creditors of the estate of Edgar Lawton Wofford, deceased, late 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 26th day of September, 2015.

John Lawton Wofford
PO Box 1307
Demorest, GA 30535
706-768-0246

T[Oct7,14,21,28]B

NOTICE OF ARTICLES OF INCORPORATION

Notice is given that Articles of Incorporation that will incorporate Catalyst Church of Hiawassee, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial registered office of the corporation is located at 231 Chatuge Way, Hiawassee, GA 30546 and its initial registered agent at such address is Stephanie W. McConnell.

T[Oct7,14]P

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF
THOMAS LEE NELSON, DECEASED
ESTATE NO. 2015-71

AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON September 24, 2015, REQUIRING THE FOLLOWING: [For use if an heir is required to be served by publication.

TO: Thomas Lee Nelson, Jr.

[List here all heirs having unknown addresses to be served by publication]

This is to notify you to file objection, if there is any, to the Petition to Probate Will in Solemn Form, in this Court on or before October 26, 2015.

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: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546

Address
706-896-3467
Telephone Number

T[Sept20,0ct7,14,21]B

NOTICE OF LOCATION AND DESIGN APPROVAL BR000-0000-00(305) TOWNS

P. I. NUMBER 0000305

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location and design approval is: September 14, 2015

The project proposes to: The proposed project will replace an existing structurally deficient two lane bridge on SR 66 at Crooked Creek, approximately 3.2 miles northwest of Young Harris, Georgia. The project begins approximately 1,383' south of Crooked Creek crossing and ends approximately 1,017' north of Crooked Creek crossing. The construction proposes replacing the existing 120' long by 27.5' wide bridge with a 180' long by 40' wide concrete bridge. The proposed bridge will be constructed approximately 30 feet west of the existing bridge site. Traffic will be maintained during construction of the new bridge and approaches utilizing stage construction. The project total length is 0.45 miles and is located in Land Lots 30 and 43 in Land District 17. Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at the Georgia Department of Transportation:

Robert Mabry, Area Engineer
Georgia Department of Transportation
District 1, Area 4 Office
rmabry@dot.ga.gov
942 Albert Reid Road
Cleveland, Georgia 30528
(706) 348-4848

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Albert V. Shelby III, State Program Delivery Engineer
Office of Program Delivery
Attn: Dylan Curtis
dcurtis@dot.ga.gov
One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308
(404) 631-1606

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice.

T[Sept23,30,0ct7,14]B

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF
NANCY RUTH HILL, DECEASED
ESTATE NO. 2015-73

PETITION FOR LETTERS OF ADMINISTRATION
NOTICE

TO: All known and unknown interested parties
Timothy S. Hill has petitioned to be appointed Administrator of the estate of Nancy Ruth Hill 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 November 2, 2015. 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

Judge of the Probate Court

By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T[Oct7,14,21,28]B

IN THE PROBATE COURT COUNTY OF TOWNS STATE OF GEORGIA

IN RE: ESTATE OF
JAMES NEAL BOGGS, DECEASED
ESTATE NO. 2015-70

NOTICE

AN ORDER FOR SERVICE WAS GRANTED BY THIS COURT ON SEPTEMBER 16, 2015, REQUIRING THE FOLLOWING: [For use if an heir is required to be served by publication]

TO: James Neal Boggs, Jr.

[List here all heirs having unknown addresses to be served by publication]

This is to notify you to file objection, if there is any, to the Petition to Probate Will in Solemn Form, in this Court on or before October 19, 2015.

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: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T[Sept23,30,0ct7,14]B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Christina C Brown and Michael E Brown to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc. dated 2/2/2007 and recorded in Deed Book 396 Page 3, Towns County, Georgia records; as last transferred to or acquired by Deutsche Bank National Trust Company, as Trustee for GSR Mortgage Loan Trust 2007-0A1, Mortgage Pass-Through Certificates, Series 2007-0A1, conveying the after-described property to secure a Note in the original principal amount of \$ 252,000.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on November 03, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:

All that tract or parcel of land lying and being in Land Lot 294, 18th District, 1st Section, Towns County, Georgia, containing 0.970 acres and being shown as Lot 2, Revised of Spaniard Hills Subdivision on a plat of survey done by Northstar Surveying & Mapping, Inc., dated 12/31/06 and filed and recorded at Plat Book 36, Page 251, Towns County, Georgia records, which plat is incorporated herein by reference hereto.

Subject to all matters and Conditions as shown on above referenced plat of survey and the plat of survey recorded at Plat Book 35, Pages 144-145, Towns County, Georgia records.

Subject to the easement to Blue Ridge Mountain Electric as recorded in Deed Book 79, Page 644, Towns County, Georgia records.

Subject to those certain Covenants and Restrictions for Spaniard Hills Subdivision recorded in Deed Book 354, Pages 424-425, Towns County, Georgia records.

Subject to the eighty-foot (80') road right of way of Owl Creek Road as shown on said plat.

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

Said property is commonly known as 1202 Spaniard Branch , Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Spaniard Mission Trust, M. Casino, as Trustee, a Land Trust or tenant or tenants.

Ocwen Loan Servicing, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Ocwen Loan Servicing, LLC
Foreclosure Loss Mitigation
1661 Worthington Road
Suite 100
West Palm Beach, FL 33409
1-877-596-8580

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 which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute 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 redemption 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, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (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. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial 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 immediately above.

Deutsche Bank National Trust Company, as Trustee for GSR Mortgage Loan Trust 2007-0A1, Mortgage Pass-Through Certificates, Series 2007-0A1 as agent and Attorney in Fact for Christina C Brown and Michael E Brown

Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

1017-660589A

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1017-660589A

T[Oct7,14,21,28]B

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Gregory S. Wittenberg to Mortgage Electronic Registration Systems, Inc. as a nominee for PRIMARY CAPITAL ADVISORS, LC dated 4/24/2014 and recorded in Deed Book 549 Page 423, Towns County, Georgia records; as last transferred to or acquired by PRIMARY CAPITAL MORTGAGE LLC, conveying the after-described property to secure a Note in the original principal amount of \$ 138,446.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on November 03, 2015 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:

All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 79, Towns County, Georgia, containing 1.24 acres, as shown on plat of survey by H. Gregory, County Surveyor, dated September 29, 1978 and recorded in Plat Book 6, Page 86, Towns County Records, as described a follows:

BEGINNING at an iron pin on the west right of way of Tater Ridge Road, being 1256 feet south from the junction of U.S. Highway and Tater Ridge Road, run thence N 87° W 274 feet to an iron pin; thence S 2° W 200 feet to an iron pin; thence S 87° E 269 feet to an iron pin; thence N 0° 0° E 200 feet to the point of beginning. The above described land being Lots 2 and 3 of the E. H. Nichols Subdivision as originally platted by C. E. Fraley, R.S., dated August 2, 1964 which plat is recorded in Plat Book 1, Page 111, Towns County Records, to which reference is hereby made for a more complete and accurate legal description.

Map Parcel No. H001 023

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

Said property is commonly known as 703 Tater Ridge Dr, Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Gregory S. Wittenberg or tenant or tenants.

PRIMARY CAPITAL MORTGAGE LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

PRIMARY CAPITAL MORTGAGE LLC
Loss Mitigation Department
1 Corporate Center Drive, Suite 360
Lake Zurich, IL 60047
1-866-397-5370

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 which are a lien, but not yet due and payable), (b) unpaid water or sewage bills that constitute 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 redemption 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, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (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. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial 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 immediately above.

PRIMARY CAPITAL MORTGAGE LLC as agent and Attorney in Fact for Gregory S. Wittenberg

Aldridge Pite, LLP (formerly known as Aldridge Connors, LLP), 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.

1072-3798A

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1072-3798A

T[Oct7,14,21,28]B

STATE OF GEORGIA TOWNS COUNTY NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in that certain Deed to Secure Debt from ROBERT A. WINN to HERBERT W. ALLEN, individually and Herbert W. Allen, as Executor of the Estate of VONNELL ALLEN, dated April 28, 2006, filed for record May 2, 2006, and recorded in Deed Book 370, Pages 350-352 Towns County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated April 28, 2006 in the original principal sum of Four Hundred Thousand Dollars (\$400,000.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in November, 2015, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52, DISTRICT 17, SECTION 1, TOWNS COUNTY, GEORGIA AND BEING TRACT ONE (1) CONSISTING OF 0.832 ACRES, MORE OR LESS, TRACT TWO (2) CONSISTING OF 1.561 ACRES, MORE OR LESS, AND TRACT THREE (3) CONSISTING OF 0.019 ACRES, MORE OR LESS, AS MORE FULLY SHOWN ON A PLAT OF SURVEY ENTITLED "HERBERT W. ALLEN," PREPARED BY LANDTECH SERVICES, INC., REGISTERED SURVEYOR DATED 3/20/2006 AND RECORDED IN PLAT BOOK 36, PAGE 11 TOWNS COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF THE PROPERTY.

THE ABOVE REFERENCED PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO THE RIGHT OF WAY OF U.S. HWY 76/S.R. NO.2 AS MORE FULLY SHOWN ON SAID PLAT. The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, non-payment of the monthly installments of 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 the Security Deed and by law.

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, easements, 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 ROBERT A. WINN or a tenant or tenants.

HERBERT W. ALLEN, individually and HERBERT W. ALLEN, as Executor of the Estate of VONNELL ALLEN As Attorney in Fact for ROBERT A. WINN.

Pamela Kendall Floyd
Pamela Kendall Floyd, P.C.
Street Address: 375 N. Main Street
Mailing Address: Post Office Box 1114
Hiawassee, Georgia 30546
706-896-7070

T[Oct7,14,21,28]B

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 that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in November, 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit:

All that tract or parcel of land lying and being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) containing 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok Associates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference.

Subject to any easements, restrictions and rights-of-way of record, if any.

Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real property; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from time to time, 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 indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared foreclosable according to its terms.

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 attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed. 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 audit and confirmation of the status of the loan and collateral with the holder of the Security Deed.

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodge, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodge, and Orlando Tyson, and tenants holding under Joseph Tyson, Henry Hodge, and Orlando Tyson.

Cadence Bank, N.A., as Attorney-in-Fact for Carolyn J. Tyson.

Walter E. Jones, Esq.
Balch and Bingham, LLP
30 Ivan Allen Jr. Blvd., NW
Suite 700

Atlanta, Georgia 30308-3036
(404) 962-3574

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

T[Oct7,14,21,28]B