

Towns County Herald

Legal Notices for November 4, 2020

STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS

RE: MARY RACHEL ELLER
All debtors and creditors of the estate of Mary Rachel Eller, 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 1st day of October, 2020.

Jason Emmitt Holdaway, Executor
Address: PO Box 87
Hiawassee, GA 30546
Phone: 706-897-3263

T(Oct14,21,28,Nov4)

STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS

RE: CLARENCE JAMES YOUNGBLOOD
All debtors and creditors of the estate of Clarence James Youngblood, 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 13th day of October, 2020

Paula Cunningham Youngblood Executor
122 Slave Drive
Hayesville, NC 28904
Lawrence S. Sorgen
Attorney at Law
P. O. Box 67
Hiawassee, GA 30546

T(Oct21,28,Nov4,11)

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF GAYNELL NORTON BARRETT
All creditors of the estate of Gaynell Norton Barrett 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 26th day of October, 2020.

EEXECUTOR: Jeffrey L. Barrett
ADDRESS: c/o Eddy A. Corn, Attorney
253 Big Sky Drive
Hiawassee, GA 30546
PHONE: (706) 896-3451

T(Nov4,11,18,25)

NOTICE TO DEBTORS AND CREDITORS RE: Estate of Roger D. Peterson

All debtors and creditors of the estate of Roger D. Peterson, 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.
This 26 day of October, 2020.

Anna Belle Peterson
343 Mull Drive
Mineral Bluff, GA 30559
706-633-8676

T(Nov4,11,18,25)

STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF HUGH O. HOWELL
All debtors and creditors of the estate of Hugh O. Howell, 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 8th day of October, 2020.

Lou Ellen Howell, Executor
268 Hidden Lakeview Circle
Hiawassee, GA 30546
Lawrence S. Sorgen
Attorney at Law
P. O. Box 67
Hiawassee, GA 30546

T(Oct14,21,28,Nov4)

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP, OR OTHERS

The undersigned hereby certifies that it is conducting a business in the City of Hiawassee, County of Towns, in the State of Georgia, under the name of Promontory Productions and that the nature of the business is Entertainment: Theatrical production, production of theater and film and that said business is composed of the following individual: David Weber, 327 Mountain Drive North, Hiawassee, Georgia 30546.

T(Oct28,Nov4)

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

The undersigned hereby certifies that Howard Greene Coleman is conducting a business as Coleman Precision Rotaries in the Township of Hiawassee in the State of Georgia. The nature of the business is mechanical engineering consulting. The name of the sole owner of the business is Howard Greene Coleman, 7077 Upper Hightower Road, Hiawassee, Georgia 30546.

T(Oct28,Nov4)

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Glyn Dale Pollard and Mary Sue Pollard to Wells Fargo Bank, N.A. dated 3/13/2009 and recorded in Deed Book 451 Page 389 Towns County, Georgia records; as last transferred to or acquired by Nationstar Mortgage LLC d/b/a Champion Mortgage Company, conveying the after-described property to secure a Note in the original principal amount of \$448,500.00, 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 (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on December 1, 2020 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 35 AND 50, 19TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 1.20 ACRES, AND BEING LOT B-THREE (B-3) OF THE HIAWASSEE WILDERNESS SUBDIVISION AS SHOWN ON A PLAT OF SURVEY BY TAMROK ENGINEERING, INC., TOMMY J. PHILLIPS, R.S. #1626, DATED AUGUST 13, 1991 AS RECORDED IN PLAT BOOK 25, PAGE 3, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. SAID PROPERTY IS CONVEYED SUBJECT TO THE CERTAIN RESTRICTIVE COVENANTS FOR HIAWASSEE WILDERNESS, DATED NOVEMBER 4, 1977 AND RECORDED IN DEED BOOK 60, PAGE 605 TOWNS COUNTY RECORDS.

ALSO, CONVEYED IS AN UNOBSTRUCTED RIGHT OF INGRESS AND EGRESSES ALONG THE SUBDIVISION ROADS TO THE PROPERTY HEREIN CONVEYED. THE LOT IS CONVEYED SUBJECT TO AN UNOBSTRUCTED RIGHT OF INGRESS AND EGRESSES ALONG A FORTY (40) FOOT EASEMENT AS SHOWN ON A PLAT OF SURVEY BY B. KEITH ROCHESTER & ASSOCIATES, AS RECORDED IN PLAT BOOK 5, PAGE 308, TOWNS COUNTY RECORDS. ALSO, THE RIGHT TO ERECT PUBLIC UTILITIES OVER, THROUGH OR UNDER SAID PROPERTY. SAID EASEMENTS SHALL NOT BE CONSTRUED TO BE A COVENANT RUNNING WITH THE LAND SAND SHALL NOT BE DEFEATED FOR LACK OR USE OR MAINTENANCE.

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 7870 Hiawassee Wilderness Tr, 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): Glyn Dale Pollard and Estate/Heirs of Mary Sue Pollard or tenant or tenants. Champion Mortgage LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.

Champion Mortgage LLC
Loss Mitigation
PO Box 91322
Seattle, WA 98111-9422
Phone 855-683-3095
Fax 866-621-1036

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.

Nationstar Mortgage LLC d/b/a Champion Mortgage Company as agent and Attorney in Fact for Glyn Dale Pollard and Mary Sue Pollard

Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637.
1341-421A

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1341-421A

T(Nov4,11,18,25)

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in that certain Deed to Secure Debt and Security Agreement (the "Security Deed") from Sand B&G, LLC, a Georgia limited liability company ("Grantor" or "Borrower") in favor of KDM Holdings, L.L.C., a Georgia limited liability company ("KDM"), filed December 14, 2018, and recorded in Deed Book 622, Pages 222-227, Towns County, Georgia Records (the "Security Deed"), as assigned by KDM to Chatuge Loan Funding LLC by that certain Assignment of Deed to Secure Debt dated August 26, 2020, and recorded in Deed Book 655, Page 223, as further assigned by Chatuge Loan Funding LLC to Utrecht Assets, LLC, a Georgia limited liability company ("Lender") by that certain Assignment of Deed to Secure Debt dated August 27, 2020, and recorded in Deed Book 655, Page 594, Grantee, as attorney-in-fact for Grantor, will sell at public outcry to the highest and best bidder for cash before the courthouse doors in Towns County, Georgia, during the legal hours of sale on December 1, 2020, the following described real property, to wit:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lots 50 and 51 of Towns County, Georgia containing 1.422 acres, as shown on a plat of survey for D's Designs of Tallahassee, Inc., by Northstar Surveying & Mapping, Inc., W. Gary Kendall, RLS, dated October 11, 2018 and recorded in Plat Book 41, Page 77, Towns County records, said plat being incorporated herein by reference; together with a non-exclusive easement of ingress and egress over, above and across the paved road(s) shown on said plat (known as Dogwood Lane) for access to and from the aforescribed tract and U.S. Hwy. No. 76/ State Route No. 2.

Also, a non-exclusive right of access to and use of the Lift Station adjacent to the northeast corner of the aforescribed tract (shown on the above referenced plat of survey) for use and service of sanitary sewer discharge from the real property herein conveyed, subject to such rules, regulations and laws applicable thereto and subject to the sewer charges therefor as may be assessed by any lawful government agency, authority or entity for the transportation and processing of sanitary sewer waste water from the above described premises, which compliance and charges therefor shall be the sole responsibility of Grantee, its successors and assigns.

Together with all other "Property," as such term is defined in the Security Deed. THE ABOVE-REFERENCED REAL PROPERTY IS COMMONLY KNOWN AS LAND LOTS 50 AND 51, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA CONTAINING 1.422 ACRES AND ITS TAX IDENTIFICATION NUMBER IS 19 74 A 1.

The debt secured by the Security Deed is evidenced by that certain Purchase Money Promissory Note (the "Note") dated as of December 5, 2018, executed by The Sand Bar and Grille, Inc., a Georgia corporation ("Borrower #1") in favor of KDM Holdings, L.L.C., a Georgia limited liability company ("KDM") and assigned and endorsed by Allonge dated August 26, 2020 to Chatuge Loan Funding LLC, as further assigned by Assignment and Assumption of Purchase Money Promissory Note dated August 27, 2020 to Utrecht Assets, LLC, a Georgia limited liability company ("Lender"), in the original principal amount of \$523,271.00, (the "Note") plus interest 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. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

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

To the best of the undersigned's knowledge and information, the party or parties who may be in possession of the Property are Grantor or its agents or tenants of Grantor.

THE LAW OFFICES OF SAM MAGUIRE, JR. P.C.
SYNERG LAW COMPLEX
6075 BARFIELD ROAD, SUITE 119
SANDY SPRINGS, GA 30329
File #: C202938
(404) 257-8885

T(Nov4,11,18,25)