

Towns County Herald

Legal Notices for December 9, 2015

**STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS**
RE: ESTATE OF GARY F. KUCHINSKI
All debtors and creditors of the estate of Gary F. Kuchinski, 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 17th day of November, 2015.
Executor: Ann Mayo
Address: 107 Moore Avenue
Endwell, NY 13760
T(Nov18,25,Dec2,9)B

**STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS**
RE: ESTATE OF RICHARD L. BROOKS
All debtors and creditors of the estate of Richard L. Brooks, 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 25th day of November, 2015.
Debra Brooks, Personal Representative
2087 Woodlake Lane, Young Harris 30582
305-720-7837
T(Dec9,16,23)B

**NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS**
RE: Estate of Thomas Lee Nelson
All creditors of the Estate of Thomas Lee Nelson, of Towns County, Georgia, deceased, 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 16th day of November, 2015
Deanna K. Nelson, Personal Representative
1402 Ivy Lane, Hiawassee, GA 30546
706-896-6152
T(Nov25,Dec2,9,16)B

**NOTICE TO DEBTORS & CREDITORS
STATE OF GEORGIA
COUNTY OF TOWNS**
RE: Estate of Juanita Benton Buice
All creditors of the Estate of Juanita Benton Buice, of Towns County, Georgia, deceased, 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 19th day of November, 2015
Sheryl B. Fletcher, Personal Representative
955 Chastain Mill Rd, Dawsonville, GA 30534
706-265-2056
T(Nov25,Dec2,9,16)B

**IN THE SUPERIOR COURT OF TOWNS COUNTY
STATE OF GEORGIA**
Stacy D. Collins, Plaintiff
vs.
Paige E. Collins, Defendant
Civil Action No: 15-CD-219MM 11-17-15
Notice of Publication
By order for service of publication dated the 17th day of November 2015, you are hereby notified that on the 17 day of November, 2015, Stacy D. Collins, filed suit against you for Divorce. You are required to file with the Clerk of the Superior Court, and serve upon the Plaintiff an answer in writing within sixty (60) days of the date of the order for publication.
Witness, the Honorable Murphy Miller, Judge of the Superior Court
This the 17 day of November 2015
Cecil Dye, Clerk
Towns County Superior Court
T(Nov25,Dec2,9,16)B

**IN THE SUPERIOR COURT OF TOWNS COUNTY
STATE OF GEORGIA
NOTICE OF SERVICE BY PUBLICATION**
CADC/RADC Venture 2011-1, LLC v. Upper Hightower Ventures, LLC, et al.
Civil Action File Number: 15-CV-150 MM
TO: Isaiah Allen
1589 Chatuge Shores Road
Hiawassee, Georgia 30546
You are hereby notified that on the 3rd day of August, 2015, Petitioner CADC/RADC Venture 2011-1, LLC filed an Application for Confirmation and Approval of Foreclosure Sale and Acknowledgment of Report of Foreclosure Sale to confirm a Foreclosure Sale. By reason of Order dated October 22, 2015 allowing service of the Notice of Confirmation Hearing regarding the January 25, 2016 hearing before Judge Murphy Miller, you are hereby commanded and required to appear and show cause on January 25, 2016 why the Petitioner's Application for Confirmation and Approval of Foreclosure Sale should not be granted. You are required to file with the Clerk of Superior Court and to serve upon Petitioner's Attorneys, Matthew B. Ames and Walter E. Jones, an Answer in writing within sixty (60) days of the date of the order for service by publication.
WITNESS, the Honorable Murphy Miller, Judge of said Court.
This 5 day of November, 2015.
Clerk of Superior Court
Towns County Courthouse
48 River Street
Hiawassee, Georgia 30546
T(Nov25,Dec2,9,16)B

IN THE CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT, IN AND FOR MARTIN COUNTY, FLORIDA.
IN RE: THE MATTER OF CASE NO. 13-937-DR
JARED ANDREW GRASS,
Petitioner/Father,
and
LISA KEATING PURCELL,
Respondent/Mother.
NOTICE OF HEARING
TO: Lisa Keating Purcell, Respondent/Mother via the following last known addresses: 5603 Mountain Valley Way, Young Harris, GA 30582; 3282 River Rd., Mineral Bluff, GA 30559; and c/o Jewelry Word, 199 Highway 515 W, Blairsville, GA 30512
YOU ARE HEREBY NOTIFIED that the undersigned has called up for hearing: DATE: November 19, 2015 TIME: 9:30 a.m. (1 hour reserved) PLACE: Martin County Courthouse 100 E. Ocean Blvd., Courtroom A1-2 Stuart, FL 34995
JUDGE: The Honorable Laurie Buchanan
MATTER: Father's Emergency Motion to Suspend Time Sharing and for Entry of Order Registering Child Custody Determination, e-filed 11/10/2015
COURT REPORTER: A court reporter has or will be secured for this hearing.
A good faith effort has or will be made to resolve this matter prior to the scheduled hearing.

CERTIFICATE OF COORDINATION
I hereby certify that the above-referenced hearing time and date were coordinated with Audrey from Judge Buchanan's office on 11/12/2015.

CERTIFICATE OF SERVICE
I HEREBY CERTIFY that a true and correct copy of the foregoing has been e-filed with the Clerk of Court and furnished via U. S. Mail to the Respondent/Mother, Lisa Keating Purcell, at the following last known addresses: 5603 Mountain Valley Way, Young Harris, GA 30582 and 3282 River Rd., Mineral Bluff, GA 30559, and c/o Jewelry Word, 199 Highway 515 W, Blairsville, GA 30512 and in addition, the Petitioner/Father is providing copies of this Notice of Hearing and the motion at issue to a certified process server to attempt personal service of these court filings on the Respondent/Mother at all last known addresses, this 12th day of November 2015.
MARTIN L. HAINES, III, CHARTERED
Post Office Box 14790
North Palm Beach, FL 33408-9998
or: 501 North Federal Highway
Lake Park, Florida 33403
(561) 863-5400
courtfilings@martinhaines.com
Attorney for Petitioner/Father
By: s/ Elisabeth Salvadore, Esq.
Martin L. Haines, III, Esq.
Florida Bar No. 131629
Elisabeth R. Salvadore, Esq.
Florida Bar No. 074500
cc: Judge Buchanan with copy of Motion at issue
Jared Grass
Pinnacle Reporting
MARTIN COUNTY:

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in the Administrative Office of the Court, Martin County Courthouse, 100 SE Ocean Blvd, Stuart, FL 34994; telephone number (772) 288-5718 within five (5) working days of your receipt of this notice; if you are hearing or voice impaired, call 1-800-955-8770.
SPANISH
De acuerdo con el Acta de los Americanos con Impedimentos (ADA), aquellas personas que necesitan de algún servicio especial para participar en este proceso tienen el derecho a que le provean cierta ayuda sin costo alguno. Por favor, contacte al Coordinador de la Oficina Administrativa de la Corte situada en la siguiente dirección: Martin County Courthouse, 100 SE Ocean Blvd, Stuart, FL 34994, o llame al teléfono (772) 288-5718, dentro de los próximos dos (2) días hábiles de recibir esta noticia. Si está incapacitado de oír o hablar por favor llame al 1-800-955-8770 (TDD).

CREOLE
D'apre a akò ki tèt fet avek Akt Pou Amèrikin ki Infim, tout moun ki genyen youn bezèven espesyal pou akomodasyon pou you patipir nan pwosè oubyen pou gin aks. Sévis, pwogram ak aktivité tibinal-la, dwé nan yon tan rézónab anvan okin pwosé oubyen bezven aksé sévis, pwogram oubyen aktivité fet, you dwé konta Ofis Tribinal-la ki nan Martin County Courthouse, 100 SE Ocean Blvd, Stuart, FL 34994, ni méro téléfonn-nan sé (772) 288-5718, ou byen 1-800-955-8770 (TDD).

FRENCH
En accordance with l'Acte Pour les Américains Incapacités, les personnes en besoin d'une accommodation spéciale pour participer à ces procédures, ou bien pour avoir accès au service, programme, ou activité de la Court doivent, dans un temps raisonnable, avant aucune procédures ou besoin d=accès de service, programme ou activitéé, contacter l'Office Administrative de la Court, situé au Martin County Courthouse, 100 SE Ocean Blvd, Stuart, FL 34994, le numéro de téléphone (772) 288-5718, ou 1-800-955-8770 (TDD).

T(Nov18,25,Dec2,9)B

NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION
Notice is given that a notice of intent to dissolve J.D. Tittle PC, a Georgia corporation with its registered office at 253 Big Sky Drive Hiawassee Ga 30546, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

T(Dec9,16)B

REQUEST FOR PROPOSAL
The Mountain Regional Public Library System (MRLS) Board of Trustees requests proposals from Georgia state licensed contractors to construct renovations and an addition to the existing Mountain Regional Library at 698 Miller Street, Young Harris, GA. Contractor must have current Georgia Contractor's License. The Contractor shall provide all materials and services necessary in the performance of this RFP.

A pre-proposal meeting is scheduled for 10:00 a.m., December 18, 2015 in the existing Mountain Regional Library, 698 Miller Street, Young Harris, GA 30582.
Proposals will be received by the MRLS, 698 Miller Street, Young Harris, GA until 4:00 p.m. local time on January 13, 2016. Late proposals will not be considered nor returned. Proposals will be formally accepted and acknowledged at the Mountain Regional Library System Headquarters by staff personnel. Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by O.C.G.A. The MRLS reserves the right to reject any and all proposals and to waive any technicalities.
RFP DOCUMENTS ARE AVAILABLE AT THE MRLS WEBSITE: www.mountainregionallibrary.org
T(Dec9,16,23,30)B

**NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY**
THIS IS AN ATTEMPT 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 Jeffrey S. Holden and Amanda H Holden to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, FSB, its successors and assigns, dated January 9, 2009, recorded in Deed Book 448, Page 179, Towns County, Georgia Records, as last transferred to Lakeview Loan Servicing, LLC by assignment recorded in Deed Book 540, Page 612, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED SIXTEEN AND 0/100 DOLLARS (\$126,316.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been 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. Lakeview Loan Servicing, LLC is the holder of the 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: M&T Bank , P.O. Box 1288, Buffalo, NY 14240 800-724-1633. To the best knowledge and belief of the undersigned, the party in possession of the property is Jeffrey S. Holden and Amanda H Holden or a tenant or tenants and said property is more commonly known as 1040 Soshayma Lane, Young Harris, Georgia 30582. 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. Lakeview Loan Servicing, LLC as Attorney in Fact for Jeffrey S. Holden and Amanda H Holden McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, BEING SHOWN AS TRACT ONE SÇS (1C), CONTAINING 1.0 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., R.L.S. # 2599, DATED MAY 28, 1997, AS RECORDED IN PLAT BOOK 19, PAGE 265, TOWNS COUNTY, RECORDS. THE DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN FOR A FULL AND COMPLETE DESCRIPTION OF THE PROPERTY HEREBY CONVEYED. TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY ALONG THE 20 FOOT EASEMENT AS SHOWN ON SAID PLAT. SAID EASEMENT TO RUN FROM KERBY ROAD AS SHOWN ON SAID PLAT. SUBJECT TO THE 20 FOOT ROAD EASEMENT AS SHOWN ON SAID PLAT. SUBJECT TO THE POWER LINE EASEMENT AS SHOWN ON SAID PLAT. SUBJECT TO THE ROAD EASEMENT AGREEMENT RECORDED IN DEED BOOK 156, PAGE 204-206, TOWNS COUNTY, GEORGIA RECORDS. ALSO: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.095 ACRE, MORE OR LESS, AND BEING SHOWN AS PARCEL ONE (1) ON A PLAT OF SURVEY BY PATTERSON & DEWAR ENGINEERS, INC., DATED MARCH 12, 2002 AND RECORDED IN PLAT BOOK 27, PAGE 266, TOWNS COUNTY, RECORDS, WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE. MR/spg 1/5/16 Our file no. 5478514 - FT1
T(Dec9,16,23,30)B

**NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY**
THIS IS AN ATTEMPT 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 William Larry Cox to National City Mortgage a division of National City Bank of Indiana, dated June 26, 2006, recorded in Deed Book 376, Page 645, Towns County, Georgia Records, as last transferred to Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS12 by assignment recorded in Deed Book 573, Page 193, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED SIX THOUSAND AND 0/100 DOLLARS (\$106,000.00), 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, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in January, 2016, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been 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. Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS12 is the holder of the 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: PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342 800-523-8654. To the best knowledge and belief of the undersigned, the party in possession of the property is William Larry Cox or a tenant or tenants and said property is more commonly known as 7412 Spaniard Mountain Road, Hiawassee, 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. Deutsche Bank Trust Company Americas, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS12 as Attorney in Fact for William Larry Cox McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net EXHIBIT "A" The following described real property, to-wit: All that tract or parcel of land lying and being in the 19th District, 1st Section, Land Lots 34 and 35 of Towns County, Georgia, as shown on a plat of survey for William Larry Cox by Landtech Services, Inc., James L. Alexander, RLS, dated 9-05-03, as revised on 9-22-03 and on 10-09-03, and recorded in Plat Book 30, Page 244, of the Towns County Records, said plat being incorporated herein by reference; together with an easement of ingress and egress over, above and across the presently existing gravel road running to and from the aforescribed property and Georgia State Hwy. 75, a portion of said roadway being shown on the aforescribed plat survey. Subject to an noneseasement over, above and across the roads and driveways shown on said plat; and that portion of the aforescribed property which lies north of the centerline of the driveway (road) that bisects the property is subject to the subdivision restrictions on Hiawassee Wildermess dated 11-4-77, and recorded in Deed Book 60, Page 605 of the Towns County Records. Parcel Number 51-6 MR/jcs1 1/5/16 Our file no. 5373015 - FT8
T(Dec9,16,23,30)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 January 2016 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(Dec9,16,23,30)B