

Towns County Herald

Legal Notices for March 9, 2016

NOTICE OF 2ND DUI CONVICTION

Towns County Probate Court
01. Name of Offender: Daniel Lee Walls
02. Address of Offender:
3945 Tom Wheeler Rd., Hiawasse, GA 30546
03. County of Residence: Towns
04. Name of Newspaper for Publication:
Towns County Herald
05. Date of Arrest: 12/31/15
Place of Arrest: Towns County
06. Date of Conviction: 03/01/16
07. Disposition: Fined \$1,365.00; 12 months probation; 72 hours to serve in the Towns County Jail; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evaluation; Ignition Interlock Device; Drug Screening; Seizure to License Plates.
T(Mar9,16,23,30)B

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Wilbur Lawrence Foote
All creditors of the estate of Wilbur Lawrence Foote, 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 the 11th day of February, 2016
Virginia Ann Foote
Personal Representative
8475 Soapstone Creek Circle
Hiawasse, GA 30546
706-896-4559
T(Feb17,24,Mar2,9)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of James B. Harrison
All creditors of the estate of James B. Harrison, 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 the 11th day of February, 2016
Harrison Harrison
Personal Representative
2511 Buck Run
Hiawasse, GA 30546
706-896-1502
T(Feb17,24,Mar2,9)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Evelyn Elizabeth Armstrong
All creditors of the estate of Evelyn Elizabeth Armstrong, 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 the 25th day of February, 2016
Paul D. Armstrong
Personal Representative
1105 Koochehat Road
Hiawasse, GA 30546
706-994-7771
T(Mar2,9,16,23)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Heston Richard Milford, Sr.
All creditors of the estate of Heston Richard Milford, Sr., 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 the 8th day of February, 2016
Norma Kay Littrell
Personal Representative
495 Mallard Cove
Hiawasse, GA 30546
706-781-4698
T(Feb17,24,Mar2,9)P

NOTICE TO CREDITORS AND DEBTORS

All creditors and debtors of the estate of ELEAN ROGERS, a.k.a. MARGARET ELENA THOMPSON ROGERS deceased of Towns County, Hiawasse, 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 12th day of February, 2016.
Janice Rogers, Executrix
2053 Jim Watson Road
Hiawasse, Georgia 30546
T(Feb17,24,Mar2,9)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Harvey Lee Windsor, Jr.
All creditors of the estate of Harvey Lee Windsor, Jr., 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 the 2nd day of March, 2016
Ed Graves, Jr.
Personal Representative
215 Jule Peak Ave.
Cedaratown, GA 30125
770-546-6132
T(Mar9,16,23,30)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Edwin Ira Mann
All creditors of the estate of Edwin Ira Mann, 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 the 29th day of February, 2016
Carol Elaine Skelton Mann
Personal Representative
3332 Ford Circle
Young Harris, GA 30582
706-896-2763
T(Mar9,16,23,30)P

OFFICIAL NOTICE

The Towns County Board of Elections and Registration hereby informs voters that the Hiawasse voting precinct in Towns County, GA, has not moved and will continue to be located at 87 Lakewyview Circle, in Hiawasse, GA 30546. The reason for this notice is to notify you that the name on the building at this location is: Towns County Civic Center. Voters will likely not notice this as any change in their place of polling, as the actual location of the Hiawasse precinct remains the same and only the name on the building has changed. Affected voters will receive new registration cards in the coming weeks to verify the location of their polling location. Questions regarding this notice should be directed to our office via telephone at 706.896.4353.
T(Mar9,16,23)B

NOTICE TO DEBTORS AND CREDITORS

All creditors of the estate of John J. Casbarro, 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 the 16th day of February, 2016
Melody A. Glouton, Attorney
for Mary T. Ossenberg
Executor of the Estate of
John J. Casbarro
1960 Satellite Blvd.
Suite 4000
Duluth, GA 30097
770-822-0900
T(Feb24,Mar2,9,16)P

NOTICE OF INTENT TO INCORPORATE

Notice is given that the Articles of Organization which will organize SUNNY SIDE INVESTMENTS, LLC, have been delivered to the Secretary of State for filing in accordance with the applicable provisions of the Georgia Code for Limited Liability Companies. The initial registered office of the limited liability company will be located at 7405 Tatum Court, Cumming, Georgia 30028, and its initial registered agent at such address is JASON ANDREW ARINGTON.
PAMELA KENDALL FLOYD, P.C.
Attorney at Law
P.O. Box 1114
Hiawasse, Georgia 30546
N(Mar9,16)B

COUNTY OF TOWNS

STATE OF GEORGIA

NOTICE OF PETITION TO CHANGE NAME
Notice is hereby given that JEAN LINCOLN, the undersigned, filed her petition in the Superior Court of Towns County, Georgia, on the 8th day of February, 2016 praying for a change in the name of petitioner from JEAN LINCOLN to JEAN BARNES. 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 thirty (30) days of the filing of this petition.
This 8th day of February, 2016.
Cecyl Dye
Clerk of Towns County Superior Court
T(Feb17,24,Mar2,9)B

NOTICE

Take notice that:
The right to redeem the following described property, to wit:
All that tract or parcel of land lying designated as Tax Parcel 34B 217, lying and being in Land Lot 256 of the 18th Land District, 1st Section, Towns County, Georgia, Part of Lot 14 shown in Plat Book 6, Page 151, Less & Except Tract 1, shown in Plat Book 28, Page 200, the descriptions therein being incorporated herein by this reference, described in Deed Book 78, Page 299, located on Quinn Cove Road,
will expire and be forever foreclosed and barred on and after the 15th day of April, 2016.
The tax deed to which this notice relates is dated the 2nd day of December, 2014, and is recorded in the Office of the Clerk of the Superior Court of Towns County, Georgia in Deed Book 560 at page 732.
The property may be redeemed at any time before the 15th day of April, 2016, by payment of the redemption price as fixed and provided by law to Eddie Mark Nodine, at the following address: 704 Thompson Street, Gaffney, SC 29340.
Please be governed accordingly.
Lawrence S. Sordgen, Attorney for Eddie Mark Nodine
P.O. Box 67
Hiawasse, GA 30546
706-896-4113
T(Feb24,Mar2,9,16)B

IN THE PROBATE COURT

COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF CLAIRE CLARK, DECEASED
ESTATE NO. 2016-7
PETITION FOR LETTERS OF ADMINISTRATION
NOTICE
TO: All interested parties
Michael Julius Tobolski has petitioned to be appointed Administrator of the estate of Claire Clark 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 14, 2016. 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
Hiawasse, GA 30546
Address
706-896-3467
Telephone Number
T(Feb17,24,Mar2,9)B

NOTICE

STATE OF GEORGIA
COUNTY OF TOWNS
Notice is hereby given that the business operated at 3921 Hwy. 76 #2, Young Harris, GA 30582, in the trade name of Lake Chatuge Pizza & Brew, is owned and carried on by Five Aces, Inc., whose address is 140 Cow Ln, Ellijay, GA 30540, and the statement relating thereto required by Official Code of Georgia 10-1-490 has been filed with the Clerk of Superior Court of Towns County, Georgia.
Christopher Buenafior, Incorporator
140 Cow Ln
Ellijay, GA 30540
T(Mar9,16)P

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 George Thompson to PNC Mortgage, a division of PNC Bank, National Association, dated September 24, 2013, recorded in Deed Book 542, Page 485, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$217,500.00), 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 April, 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. PNC Bank, National Association 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 George Thompson or a tenant or tenants and said property is more commonly known as 3011 Honeysuckle Lane, Hiawasse, 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. PNC Bank, National Association as Attorney in Fact for George Thompson McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclosurehotline.net 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. 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