Towns County Herald

Legal Notices for April 17, 2019

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Fairley Holden All creditors of the estate of Fairley Holden 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 neuront the undersigned. indepted to said Estate are required to immediate payment to the undersigned. This 5th day of April, 2019. Margo Allison 59 Susan Lane Cleveland, GA 30528 706-892-9267

T(Apr10,17,24,May1)B

IN THE SUPERIOR COURT OF COUNTY STATE OF GEORGIA Dana N Meaders on behalf of Sean Tyler Stewart, Plaintiff VS.

vs. Steven A. Stewart, Defendant Steven A. Stewart, Defendant Name of Party to be served: Steven A. Stewart Civil Action No: 19-CV-25SP ORDER OF PUBLICATION It appearing by Affidavit, that the above named defendant on whom service is to be made in this case resides out of the State, or has departed from the State, or cannot after due diligence, be found within the State, or con-ceals (him) (her) self to avoid service of the Summons, and it further appearing, either by Affidavit or by certified Complain on file, that a claim exists against the defendant in respect to whom service is to be made, and that (he) (she) is a necessary or proper party to the ac-tion.

tion tion. It is hereby considered, ordered, and decreed that: service be made by publication as pro-vided by law. So ordered this 25th day of February, 2019 Cecil Dye Judge/Clerk Superior Court of Towns County, GA

T(Apr10,17,24,May1)B

IN THE SUPERIOR COURT OF COUNTY STATE OF GEORGIA Dana N Meaders on behalf of Asiah Lashay Stewart, Plaintiff

Asian Lashay Scewart, Frankin vs. Steven A. Stewart, Defendant Name of Party to be served: Steven A. Stewart Civil Action No: 19-CV-26SP ORDER OF PUBLICATION Monroenine bu Affidiati that the choice parted

ORDER OF PUBLICATION It appearing by Affidavit, that the above named defendant on whom service is to be made in this case resides out of the State, or has departed from the State, or cannot after due diligence, be found within the State, or con-ceals (him) (her) self to avoid service of the Summons, and it further appearing, either by Affidavit or by certified Complain on file, that a claim exists against the defendant in respect to whom service is to be made, and that (he) (she) is a necessary or proper party to the ac-tion.

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T(Apr10,17,24,May1)E

T(Apr10.17.24.May1)8 NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Emma L. Reed All creditors of the estate of Emma L. Reed, 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. Thomas Flanagan, Personal Representative 6132 Robinson Road, Young Harris, GA 30582 Carol Jean Youngblood, Personal Representative 5422 Mount Shores Cir., Gainesville, GA 30506

Gainesville, GA 30506 706-781-5903 T(Apr10,17,24,May1)B

STATE OF GEORGIA

TRUE OF GEUNDIA TOWNS COUNTY Re: Estate of Faye E. Worthy All debtors and creditors of the estate of Faye E. Worthy, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of the estate according to the law and all persons sentate, according to the law, and all persons indebted to said estate are required to make immediate payments to the Executor. This 12th day of March, 2019. By: Ashley Corbitt 3286 Pine Meadow Road, NW

Atlanta, GA 30327

APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNER-SHIP OR OTHERS STATE OF GEORGIA

STATE OF GEORGIA COUNTY OF TOWNS The undersigned does hereby certify that Lisa Deas, conducting a business as Beauti-ful Pigeons Creative Designs in the City of Young Harris, County of Towns, in the State of Georgia, under the name of Beautiful Pigeons Creative Designs, and that the nature of the business is crafting, and that the names and addresses of the persons, firms, or partnership owning and carrying on said trade or business are Lisa Deas, 53 Enota Village #221, Young Harris, GA 30582. Tiort01724 Mav108

STATE OF GEORGIA COUNTY OF TOWNS NOTICE TO DEBTORS AND CREDITORS RE: ESTATE OF MARSHA S. ELLIOTT All debtors and creditors of the estate of Mar-sha S. Elliott, 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 Indented to said estate are required immediate payment to the Executor. This 20th day of March, 2019. Robert A. Elliott, Executor Address: 4323 Spring Cove Lane Young Harris, GA 30582 T(Mar27,Apr3,10,17)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: PAUL REECE HODGE, DECEASED

ESTATE NO. 2019-22 NOTICE OF PETITION TO FILE FOR YEAR'S SUP-PORT

PORT TO: Robby Hodge & Carolyn Kim Wolfe The Petition of Ernestine P. Hodge, for a year's support from the estate of Paul Reece Hodge, 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 April 22, 2019, why said Pe-tition should not be granted. All objections to the Petition must be in writ-ing. setting forth the grounds of any such

All objections to the Petition must be in writ-ing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objec-tions, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objec-tions 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

David Rogers Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St., Suite C Hiawassee, GA 30546 Addrese Address 706-896-3467 Telephone Number (Mar27,Apr3,10,17)B

NOTICE OF UNCLAIMED PROPERTY VALUE AT MORE THAN \$75.00 Pursuant to 0.C.G.A 17-5-54, any party claim-ing an interest in the following property is hereby notified that on March 18, 2019, said property was located in the evidence room of the Towns County Sheriff's Office in Towns County Generaia County, Georgia.

or die towns county Stern 's Onice in County, Georgia. Item Titan Tiger 38 XX86 Jennings J-22 22 3XX64X Colt Trooper Revolver 357 82XXX Liberty Revolver 357 0X22 Colt Revolver 38 XX1XX8 FIE Titan 25 1XXX Harrington&Richardson 410 AXXXX21 Smith&Wesson 32 Long 24XXX Colt Cobra 38 66XXX-X U/K 410 XXXX713 Smith&Wesson 9 SXX42X6 Bryco Jennings 9 150XX00 38 Special Revolver 38 XX1XXX98 H&R 38 13XX3 Smith&Wesson 38 X7XXXX Smith&Wesson 38 X7XXXXX New Haven 12 4XXXX Lugar 22 8XXXX Buror Blackhawk 357 31 XXXXX Minikarius os Artikovi New Haven 12 4XXXX Lugar 22 8XXXX Ruger Blackhawk 357 31XXXXX Ruger Revolver 22 69XXXX Smith&Wesson 38 XX28 Brescia 635 4X69XX Marksman Pellet 177 XXX3 Daisy Powerline 15XT BB 177 XXX975 Daisy BB gun model 1700 295XXX4 FMJ 45 452XXXX Smith&Wesson 40 DXXX53 Ruger Blackhawk 44 mag 88XXX0 Jimenez JA 380 1XXX88 Cobra 380 CPXX88 R623 22 TXXX3 RG23 22 TXXXX3 RG Revolver 38 10XXXX Glenfield 75C 22 20XXX6X Remington 514 22 24XXXXX Glenfield 75C 22 20XXXX6X Remington 514 22 24XXXXX New England 110 2XXXX4 New England 12 XXXX34 Savage 1875 22 AXXXX73 Baven Arms 25 126XXX73 Baven Arms 25 126XXX73 Baven Arms 25 126XXX73 Marlin 783 22 WMR 2X8XXX7 Marlin 783 22 WMR 2X8XXXX Marlin 783 22 WMR 2X8XXXX New Haven Bolt Action 410 052XX Taurus Millenium 40 SXX7XX53 Smith and Wesson 19-3 357 5XXK4XXX6 Sierra 22 75XX11 Smith and Wesson 38 XXX417X ElG revolver 22 X43XXX4 Bryco Arms 380 XX90XX2 Glock P-17 9 XXX62 Derringer D-101 22 XX0XX55 Glock 23 40 XXX19XX5 American Arms PX22 22 4X8XX Rogue Chipmunk 22 1XX83 Ruger Hawkeye M77 25-06 741XX7XXX Feg Hungar 9x18mm X660XX Black Powder gun 44 27XX1 7.62 CZ auto 7.62 YX55 Browning 9 24XXX277 Remington 742 carbine 308 X7XXXX5 NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Deed to Secure Debt ("Security Deed") executed by David W. Bec-kum & Claudia Rex Beckum in favor of Bank of Hiawassee d/b/a Bank of Blairsville dated August 10, 2005, recorded at Deed Book 344, Pages 118-123 of the Towns County Deed Records, as modified by Modification of Deed to Secure Debt dated July 16, 2008, recorded at Deed Book 438, Pages 32-35, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, that being May 7, 2019, the following described property: All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lut 258 of Towns County, Georgia, and Being Lot 84, Block C, Section 1, Bald Mountain Park Sub-division, as shown on a plat of survey by Mi-chael L. Scupin & Associates, Land Surveyors, dated February 7, 1977 and recorded in Towns County Records in Plat Book 4, Page 277. Said plat is incorporated herein, by reference here-to, for a full and complete description of the above described property. He debt secured by said Security Deed is

easement for ingress and egress to the above described property. The debt secured by said Security Deed is evidenced by a note (the "Note") from David W. Beckum & Claudia Rex Beckum dated July 16, 2008, in the original principal amount of \$40,155.50, payable, principal and interest from the date thereof shown on said Note on the unpaid holence utili paid.

the unpaid balance until paid. Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment of installments owed thereunder. The total bal-ance of said debt has, therefore, been declared due and the Security Deed for each balance to the security of the Security Deed for the security of the Se due and the Security Deed foreclosable ac-

due and the Security Deed foreclosable ac-cording to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of David W. Beckum & Claudia Rex Beckum, the proceeds to be applied to the payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record restrictions, easements and liens of record with priority over the Security Deed referenced abov

above. To the best of the undersigned's knowledge and belief, the property is in the possession of David W. Beckum & Claudia Rex Beckum and will be sold as the property of David W. Bec-kum & Claudia Rex Beckum. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed. David W. Beckum & Claudia Rex Beckum Rv: South State Bank, successor in interest to

David W. Beckum & Claudia Rex Beckum By: South State Bank, successor in interest to Park Sterling Bank, successor in interest to Citizens South Bank, successor in interest to Bank of Hiawassee d/b/a Bank of Blairsville as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. 0. Box 1457 Gainesville, GA 30503 (770) 532-6312 T(Apr10,17.24.May1)P

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

TOWNS COUNTY Pursuant to the Power of Sale contained in a Security Deed given by Janet M Moore and Larry M Moore to CitiFinancial Services, Inc. dated 5/30/2007 and recorded in Deed Book 407 Page 287 Towns County, Georgia records; as last transferred to or acquired by U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT, conveying the after-described property to secure a Note in the original principal amount of \$83,327.06, with interest at the rate specified therein, there will original principal amount of \$83,327.06, 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 Court-house door of Towns County, Georgia (or such other area as designated by Order of the Su-perior Court of said county), within the legal hours of sale on May 7, 2019 (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:

on a Federal Holiday, in which case being the first Wednesday of said month), the following described property: THE FOLLOWING DESCRIBED PREMISES: 1 ACRE MORE OR LESS OF LAND NO. 30 IN THE 17TH DISTRICT AND 1ST SECTION OF TOWNS COUNTY, GEORGIA, DESCRIBED AS FOLLOWS; BEGINNING AT A SMALL HICKORY BUSH; THENCE RUNNING IN A SOUTHERLY DIREC-TION WITH THE YOUNG HARRIS-WARNE ROAD TO THE BRANCH, THENCE UP THE BRANCH IN A NORTH EAST DIRECTION TO A IRON PEG OR PIN, THENCE A STRAIGHT LINE TO THE POINT OF BEGINNING. BEING THE SAME FEE SIMPLE PROPERTY CONVEYED BY DEED FROM LARRY M. MOORE, D JANET M. MOORE and LARRY M. MOORE, D JANET M. MOORE SA SA WHE MUE AND IN BOOK 173, PAGE 410 IN TOWNS COUNTY RE-CORDS, STATE OF GA. 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 Secu-rity Deed. The debt remaining in default, failure to pay the indebtedness as and when due and in the security Deed and by law, including at-torrey's fees (notice of intent to collect attor-

NOTICE OF FORECLOSURE SALE UNDER POWER TOWNS COUNTY, GEORGIA

TOWNS COUNTY, GEORGIA Under and by virtue of the Power of Sale con-tained in a Security Deed given by Angela Ledford to United States of America, acting through the Rural Housing Service or succes-sor agency, United States Department of Agri-culture, dated May 12, 2006, and recorded in Deed Book 370, Page 732, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original principal amount of One Hundred Timety-Five Thousand Three Hundred Fifty and 0/100 dol-lars (\$125,350.00), with interest thereon as set forth threin, there will be sold at public outcry

lars (\$125,350.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Towns County, Georgia, within the legal hours of sale on May 7, 2019, the fol-lowing described property: All that tract or parcel of land lying and be-ing in Land Lot 112, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.51 acres, and being Lot Twenty-Eight (28) of Georgia Mountain Estates as shown on a plat of survey by Timothy Prescott Cable, R.S. #2582, as recorded in Plat Book 23, Page 293, Towns County records which description on

plat of survey by Timothy Prescut Cable, R.S. #2582, as recorded in Plat Book 23, Page 293, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The 0.06 acre tract as shown on the above plat of survey is subject to the road right of way as shown on said plat. The property is conveyed subject to the Restrictions of record pertaining to Georgia Mountain Estates Subdivision as indicated upon the plat of survey by Farley-Collins & As-sociates, as recorded in Plat Book 6 page 65 Towns County records. The above described property is conveyed subject to the overlap area of Tract Two (2) and Tract Three (3) and the encroachment of gravel area and right of way of Mountain Drive as more fully shown on Landtech Services, Inc., survey for Angela G. Ledford dated 9/30/02 as attached to security deed recorded in Deed Book 255 page 69-77 Towns County records. The debte 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 Secu-rity 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 attor-ney's fees (notice of intent to collect attorney's fees having been given). The entity having full authority to negotiate,

In Security Deed and by law, including attor-ney's fees having been given). The entity having full authority to negotiate, amend or modify all terms of the loan (al-though not required by law to do so) is: USDA, Rural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Wash-ington, District of Columbia 20250, to discuss possible alternatives to avoid foreclosure. Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is Angela Ledford or tenant(s); and said prop-erty is more commonly known as 417 Moun-tain Drive North, Hiawassee, GA 30546. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirma-tion and audit of the status of the loan with the holder of the security deed and (3) any right of redemption or other lien not extinguished by foreclosure.

Rural Housing Service, U.S. Department of Agriculture as Attorney in Fact for Angela Ledford. Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310

Suite 310

Atlanta, GA 30341 404-789-2661 B&S file no.: 18-08877 T(Apr10,17,24,May1)P

NOTICE OF FORECLOSURE

NOTICE OF FORECLOSURE SALE UNDER POWER TOWNS COUNTY, GEORGIA Under and by virtue of the Power of Sale con-tained in a Security Deed given by Angela M. Capozzoli and Stephen P. Cook to United States of America acting through the Rural Housing Service, United States Department of Agricul-ture, dated March 12, 1999, and recorded in Deed Book 182, Page 324, Towns County, Geor-gia Records, conveying the after-described property to secure a Note in the original princi-pal amount of Sixty-Nine Thousand Seventeen and 0/100 dollars (\$69,017.00), 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 May 7, 2019, the following described property: All that tract or parcel of land lying and be-ing in Land Lot 3, 17th District, 1st Section of Towns County, Georgia, containing 0.862 acress and being shown as Lot Four (4) of Langill Es-tates Subdivision on a plat of survey by Tamrok Associates, Inc., dated 3/4/99 and recorded in Plat Book 25 page 37 Towns County records

Associates, mic., data 3/4/39 and recorded in Plat Book 25 page 37 Towns County records which description on said plat is hereby incor-porated by reference and made a part hereof. The properly is subject to the road easement as shown on said plat. The property is subject to the restrictions re-corded in Deed Book 104 pages 30-31 Towns County records. The property is subject to the powerline ease-ment to Blue Ridge Mountain EMC recorded in Deed Book 102 pages 570-572 Towns County records. Crantor grants to grantee a non-exclusive per-petual easement along the subdivision roads for ingress and egress to the above property. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to enu the individue ac and when due and 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 Secu-rity 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 attor-ney's fees (notice of intent to collect attorney's fees having been given). The entity having full authority to negotiate, amend or modify all terms of the loan (al-though not required by law to do so) is: USDA, fural Development they can be contacted at (800) 349-5097 x 4500 for Loss Mitigation Dept, or by writing to 1400 Independence Ave, SW, Procurement Management Division, Wash-ington, District of Columbia 20250, to discuss possible alternatives to avoid foreclosure. Said property will be sold subject to any out-standing 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 prop-erty, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security zoning ordinances, restrictions, covenants, and matters of record superior to the Security and matters of record superior to the Security Deed first set out above. To the best knowledge and belief of the under-signed, the party in possession of the property is Angela M. Capozzoli and Stephen P. Cook or tenant(s), and said property is more commonly known as 2413 Elizabeth Ann Lane, Young Har-rie, CA 20592 ris, GA 30582 (15, 04, 30362. The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code (2) final confirma-tion and audit of the status of the loan with the bolder of the security deed and (3) any right of redemption or other lien not extinguished by foreclosure. Rural Housing Service, U.S. Department of Agriculture as Attorney in Fact for Angela M. Capozzoli and Stephen P. Cook.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue of the power of sale con-tained in that certain Deed to Secure Debt ("Se-curity Deed") executed by David W. Caldwell & Charmaine M. Caldwell in favor of Bank of Hia-wassee dated February 13, 2002, recorded in Deed Book 237, Pages 166-171, Towns County, Georgia Deed Records, as modified by Modi-fication Agreement of Advance Made dated May 1, 2002, recorded in Deed Book 243, Page 557, as modified by Modification Agreement of Advance Made dated July 16, 2003, recorded in Deed Book 280, Page 270, as modified by Modification Agreement of Advance Made dated May 5, 2004, recorded in Deed Book 304, Page 345, as modified by Modification of Se-curity Deed dated June 12, 2014, recorded in Deed Book 551, Pages 265-266; re-recorded in Deed Book 553, Pages 3-4, aforesaid records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in May, that being May 7, 2019, the following de-scribed property: All that tract or parcel of land lying and being

Collinities of nowins decing, decign, during the legal hours of sale, on the first Tuesday in May, that being May 7, 2019, the following de-scribed property: All that tract or parcel of land lying and being in Land Lots 62 and 63, 17th District, 1st Sec-tion, Towns County, Georgia, containing a total of 1.899 acres, and being Lot Sixty-Six (66), Phase I of Pine Crest Subdivision and Lot One Hundred Fourteen (114) of Pine Crest Subdivi-sion, Phase II, as shown on a plat of survey by Northstar Land Surveying, Inc., W. Gary Kend-all, R.S. #2788, dated 97/100, recorded in Plat Book 26, page 49, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The prop-erty is conveyed subject to the road right of way as shown on said plat of survey. The property is conveyed subject to the Re-strictions of record as pertains to Pine Crest Subdivision Phase II as recorded in Deed Book 72, page 274 Towns County records. The property is conveyed subject to the restric-tions of record pertaining to Pine Crest Devel-opment Phase II as recorded in Deed Book 94, pages 179-189 Towns County records. The debt secured by said Security Deed is evidenced by a Home Equity Line Credit Agreement Change in Terms Agreement (the "Note") from David W. Caldwell & Charmaine M. Caldwell dated June 12, 2014, in the original principal amount of \$8,286.51, payable, princi-pal and interest from the date thereof shown on said Note on the unpaid balance until paid. Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed as a result of the nonpayment f installments owed thereunder. The total bal-ance of said debt has, therefore, been declared due and the Security Deed foreclosable ac-cording to its terms. The debt remaining in default, the property will be cid to the bibaet bidder for cesh as

The debt remaining in default, the property will be sold to the highest bilder for cash as the property of David W. Caldwell & Charmaine M. Caldwell, the proceeds to be applied to the payment of said indebtedness, attorneys¹ fees payment of said indebtedness, attorneys' fees (notice of intention to collect attorneys' fees having been given), and the lawful expenses of said sale, all as provided in the Note and the Security Deed, said sale to be subject to any and all unpaid taxes and assessments, and restrictions, easements and liens of record with priority over the Security Deed referenced above abov

To the best of the undersigned's knowledge and belief, the property is in the possession of David W. Caldwell & Charmaine M. Caldwell

of David W. Caldwell & Charmaine M. Caldwell and will be sold as the property of David W. Caldwell & Charmaine M. Caldwell. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed. David W. Caldwell & Charmaine M. Caldwell By: South State Bank, successor in interest to Park Sterling Bank, successor in interest to Bank of Hiawassee as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. 0. Box 1457 Gainesville, GA 30503 (770) 532-6312 T(Apr10.17.2.May1)P

pr10,17,24,May1)

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

STATE OF GEORGIA COUNTY OF TOWNS Under and by virtue the Power of Sale con-tained in that certain Security Deed by and between John Bryans and Pamela Bryans, Husband and Wife as Joint Tenants with Right of Survivorship ("Grantor") and First Horizon Mome Ioan Corporation D/B/A Equibanc Mort-gage Corporation. ("Lender" or "Grantee"), dated February 9, 2001, and recorded at Deed Book 212, Page 531, Towns County, Georgia records (the "Security Deed"); Grantee as attorney-in-fact for Grantor will sell at public outcry to the highest and best bidder for cer-tified funds only before the courthouse doors in Spalding County, Georgia, during the legal hours of sale, on the 7th day in May, 2019, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOT 98, TOWNS COUNTY, GEORGIA CONTAINING 0.613 ACRE, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SUR-VEYING, INC., DATED FEBRUARY 7, 2001 AND RECORDED IN PLAT BOOK 27, PAGE 95, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPOIRATED BY REFERENCE HEREIN. The debt secured by the Security Deed is evi-denced by that certain Note. Security Deed is evi-

T(Apr10,17,24,May1)B

IN THE PROBATE COURT OF TOWNS COUNTY

STATE OF GEORGIA In Re: Estate of Charles Nelson Maynard, Deceased

STATE NO. 2018-15 NOTICE [For Discharge from Office and all Liability] [N RE: Petition for Discharge of Personal Representative

TO: Cheryl James Salyers and all and singular the heirs of said Decedent, the beneficiaries under the will, and to whom

the beneficiaries under the will, and to whom it may concern: This is to notify you to file objection, if there is any, to the above-referenced Petition, in this Court on or before April 22, 2019. 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. Con-tact 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.

be granted without a hearing. David Rogers Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court 48 River St. Suite C Historer St. Suite C Hiawassee, GA 30546 Address 706-896-3467 Telephone Number

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGI

T(Mar27,Apr3,10,17)B

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF CHARLES B. MILLER All creditors of the estate of Charles B. Miller 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 18th day of March, 2019. EXECUTOR: Terry J. Miller ADDRESS: c/o Eddy A. Corn, Attorney 253 Big Sky Drive Hiawassee, GA 30546 PHONE- (700, 896-3451

PHONE: (706) 896-3451 T(Mar27.Apr3.10.17)B

STATE OF GEORGIA

STATE OF GEORGIA TOWNS COUNTY NOTICE OF INTENT TO VOLUNTARILY DISSOLVE A CORPORATION Notice is given that a notice of intent to dis-solve Tri-States Lubricants, Inc., a Georgia corporation with its registered agent at 6192 Upper Hightower Road, Hiawassee, Georgia 30546, has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. This 19th day of March, 2019. Gretchen Howell Gretchen Hov T(Mar27,Apr3,10,17)B

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS RE: ESTATE OF JIMMYE SUE JUSTICE All creditors of the estate of Jimmye Sue Jus-tice 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 19th day of March, 2019. EXECUTOR: Robert Scott Neal ADDRESS: c/o Eddy A. Corn, Attorney 253 Big Sky Drive Hiawassee, GA 30546 PHONE: (706) 896-3451 (IMar27,Apr3,10,17)8

Browning 9 24XXX2277 Remington 742 carbine 308 X7XXXX5 Davis Industries 25 XX098X Marlin 39-AS lever 22 X2XX40 Ruger Sp101 357 mag XX0X49XXX Luger Keltec 9mm XXX55 Marlin model 60 22 255XXX Parena Amerika 48 200 4XX0 Marlin model 60 22 255XXX Bryco Arms 48 380 4XXX9 Heritage Roughrider 22 XXX0 Winchester 840 shotgun 12 7XXX7 Remington 1917 30-06 56XXXX Savage 64 22 13XX727 Remington Gunmaster 243 B7XX517 Caster Arms 12 XXX05XX Remington 514 22 55XXX Norenco SKS 762x39 1XXXX99 Jimenez 9 78XXX Stevens Arms 16 XXX0 Smith&Wesson 38 73XX77 Marlin 394 22 52XX Marlin 39A 22 52XXX Martin 39A 22 52XXX Stevens 87A 22 2XXX5X7 Bullseye rifle 22 4XX5 Remington 30/06 XXX7X26 Bryco Jennings 9 X3XX68 Spesco 9x18 X30XX Winchester 22 XX6522XX Savage 12 XXXLX0X Ruger 10 22 X11XX404X New England 410 XJ30XX56 Any party claiming an interest in said property is hereby further notified that you must file a claim in accordance with 0.C.G.A. 17- within 10 days of the fourth publication of the Notice of Disposition of Unclaimed Property in the Towns County Herald by serving said claim to the undersigned seizing agency by certi-fied mail, return receipt requested. The serial numbers to the above listed items have been partially hidden, owner must be able to prove which case the items was seized from and have valid proof of purchase indicating the Complete serial number. Winchester 22 XX6522XX complete serial number. Towns County Sheriff's Office Towns County, Ga. 4070 Highway 339 Young Harris, Ga. 30582 (706)-896-4444 (Mar27,Apr3,10,17)B

NOTICE TO DEBTORS AND CREDITORS

ADDRESS: c/o Eddy A. Corn, Attorney

253 Big Sky Drive Hiawassee, GA 30546 PHONE: (706) 896-3451

T(Mar27.Apr3.10.17)B

STATE OF GEORGIA

STATE OF GEORGIA COUNTY OF TOWNS RE: ESTATE OF ANNA B. WELCH All creditors of the estate of Anna B. Welch deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indetbed to said Estate are required to make immediate payment to the undersigned. This 20th day of March, 2019. ADDRESS: C/o Eddy A. Corn. Attorney

same and an expenses of this safe, as provided in the Security Deed and by law, including at-torney's fees (notice of intent to collect attor-ney's fees having been given). Said property is commonly known as 2072 State Highway 66, Young Harris, GA 30582 together with all fixtures and personal prop-thy otherwith the and constitution a part of cold together with an incures and personal prop-erty 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): Janet M Moore and Larry M Moore or tenant or tenante

or tenants. Rushmore Loan Management Services, LLC is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. Rushmore Loan Management Services, LLC PO Box 52708 Irvine. CA 02810

Irvine, CA 92619 888.504.7300

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

sau property win be sold studied 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 consti-tute 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 re-demation of any taying subboth (c) any mot which may not be or record, (c) the right or re-demption of any taxing authority, (d) any mat-ters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zon-ing ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) con-The sale will be conducted subject to (1) con-firmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confir-mation 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 fore-closure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above.

U.S. Bank National Association, not in its in-dividual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT as agent and At-torney in Fact for Janet M Moore and Larry M Moore

Moore Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Geor-gia 30305, (404) 994-7637. 1208-2304Å THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1208-2304A

Brock & Scott, PLLC 4360 Chamblee Dunwoody Road Suite 310 Atlanta, GA 30341 404-789-2661 B&S file no.: 18-08830

T(Apr10,17,24,May1)B

INCORPOIRATED BY REFERENCE HEREIN. The debt secured by the Security Deed is evi-denced by that certain Note, Security Agree-ment and Disclosure Statement by and be-tween Grantors and First Horizon Home Loan Corporation D/B/A Equibanc Mortgage Corpo-ration, dated February 9, 2001, in the original principal amount of \$48,900.00, as assigned to Grantee, as amended, replaced, restated modi-fied (the "Note") plus interest on the unpaid balance until paid, and other indebtedness. The current owner of the note is Ronen LLC. Default has occurred and continues under the

The current owner of the note is Ronen LLC. 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 evidence by the Note and secured by the Secu-rity Deed and failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

its terms. The above-described real property will be sold to the highest and best bidder for ca-shier's check, 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 assessoutstanding ad valorem taxes and/or assessoutstanding du valorent actes anticol assess-ments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all other prior assessments, easements, restrictions or matter of record. OTHER INTERESTED PARTIES: To the heat of the undersigned to heavide the

UINERINIERESTED PARTIES: To the best of the undersigned's knowledge and belief, the party in possession of the real property is Ronen LLC and/or tenant(s). Ronen LLC, as Agent and Attorney –in-Fact for John Bry-ans and Pamela Bryans Weinstein & Rilev PS

Weinstein & Riley PS

701 Broadway Ste B-08 Nashville TN 37203

Nashvine IN 37203 615-742-9220 THIS LAW FIRM IS ACTING AS A DEBT COLLEC-TOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.