

Towns County Herald

Legal Notices for April 4, 2018

**IN THE PROBATE COURT OF TOWNS COUNTY
STATE OF GEORGIA**
IN RE:
JERRY D. HOOD, DECEASED
ESTATE NO. 2018-12
**NOTICE OF PETITION TO FILE FOR YEAR'S SUP-
PORT**

The Petition of Annie Ruth Hood, for a year's support from the estate of Jerry D. Hood, 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 9, 2018, 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 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 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 of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
T(Mar14,21,28,Apr4)B

**STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS**
RE: ESTATE OF JOHN H. EVANS, SR.

All debtors and creditors of the estate of John H. Evans, Sr., 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 March, 2018.
John H. Evans, Jr., Executor
Address: 2230 Emery Downs Drive
Allen, TX 75013
T(Mar21,28,Apr4,11)B

**NOTICE OF APPLICATION TO REGISTER A BUSI-
NESS TO BE CONDUCTED UNDER TRADE NAME,
PARTNERSHIP OR OTHERS**

Notice is given that the Application to Register A Business To Be Conducted Under Trade Name, Partnership Or Others which has been delivered to the Towns County Clerk of Court for filing. The undersigned does hereby certify that Hometown Holdings, Inc. is conducting a business for profit in the County of Towns, in the state of Georgia, under the name of "Hiawassee Hometown Pharmacy" and that the nature of the business is real estate sales and that the names and addresses of the corporation, person, firms, or partnership owning and carrying on said trade or business is Hometown Holdings, Inc., PO Box 367, Hiawassee, Georgia 30546.

T(Mar28,Apr4)P

NOTICE TO DEBTORS & CREDITORS

RE: Estate of Julian S. Holmes
All creditors of the Estate of Julian S. Holmes, deceased, late of Towns County, 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 15 day of March, 2018.
Cary D. Cox, Atty.
PO Box 748
Blairsville, GA 30514
706-745-7420

T(Mar21-Apr11)P

**STATE OF GEORGIA
COUNTY OF TOWNS
NOTICE TO DEBTORS AND CREDITORS**
RE: ESTATE OF KENNETH TALMADGE HAYES
All debtors and creditors of the estate of Kenneth Talmadge Hayes, 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 14th day of March, 2018.
Mary Carol Hayes
Address: 2195 Lake Louisa Road
Hiawassee, GA 30546
Submitted by:
Lawrence S. Sorgen
Attorney at Law
P. O. Box 67
Hiawassee, GA 30546

T(Mar21,28,Apr4,11)B

**CITATION
PROBATE COURT OF TOWNS COUNTY**
RE: ESTATE OF FRANCES A. HUNNICUTT, FORMER WARD.

Date of Publication, if any: April 4, 2018
TO WHOM IT MAY CONCERN AND: All interested parties:

The conservator of the above estate, has applied for Discharge from said trust. This is to notify the above interested party(ies) to show cause, if any they can, why said conservator should not be discharged from office and liability. All objections must be in writing, setting forth the grounds of any such objections, and filed with the above Probate Court, 48 River St., Suite C Hiawassee, GA 30546 on or before May 7, 2018, said date being more than 30 days from the date of publication. All pleadings must be signed before a notary public or probate court clerk, and filing fees must be tendered with your pleadings, unless you qualify to file as an indigent party. Contact probate court personnel at the below address/ telephone number for the required amount of filing fees.

If any objections are filed, a hearing will be scheduled for a later date. If no objections are filed, the petition may be granted without a hearing.

David Rogers
PROBATE JUDGE
By: Kerry L. Berrong
PROBATE CLERK/DEPUTY CLERK

48 River St. Suite C
Hiawassee, GA 30546
ADDRESS
706-896-3467
TELEPHONE

T(Apr4)B

**NOTICE OF SALE UNDER POWER
IN SECURITY DEED**
STATE OF GEORGIA,
COUNTY OF TOWNS

On December 21, 2005, Mary D. Hills executed a Deed to Secure Debt to Stephens Federal Bank, n/k/a Oconee Federal Savings and Loan Association, successor by merger, securing a note of Five Hundred and Ninety Eighty Thousand Dollars and NO/100 date for (\$598,000.00), said Security Deed being recorded in Deed Book 357, Pages 262-281, Towns County Deed Records. Said Security Deed conveyed the property hereinafter described.

By virtue of the power of sale contained in said Security Deed to Stephens Federal Bank, n/k/a Oconee Federal Savings and Loan Association, successor by merger, there will be sold by the undersigned at public outcry to the highest bidder for cash, before the Towns County Courthouse door in Hiawassee, Georgia, during the legal hours of sale, being 10 a.m. until 4 p.m. Eastern Time, on the first Tuesday in May, the same being May 1, 2018 the following described property:

All that tract or parcel of land lying and being in Land Lot 170, 17th District, 1st Section, Towns County, Georgia, containing 23.51 acres, as shown on a plat of survey by Timothy Prescott Cable, R.S. #2582, dated April 25, 2000, last revised May 9, 2000, recorded in Plat Book 26, Page 51, Towns County records which description on said plat is incorporated herein by reference.

The property is conveyed subject to the power line easement to Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 559, Towns County records.

Being the same property conveyed unto Mary Darlene Hills by Warranty Deed from Charles Evans Byrd, dated September 24, 2001 filed of record September 24, 2001, in Book 227, Page 161, in the Office of the Clerk, Superior Court, Towns County, Georgia.

AND
All that tract or parcel of land lying and being in Land Lot 170, 17th District, 1st Section, Towns County, Georgia, containing 27.72 acres, as shown on a plat of survey by Lane S. Bishop and Associates, dated February 23, 1998, recorded in Plat Book 23, Page 114, Towns County records which description on said plat is incorporated herein by reference.

The property conveyed is subject to the road easement as shown on said plat.

The grantor grants to the grantee a perpetual non-exclusive easement of ingress and egress to the above described property along the access road from County Road 42 as shown on said plat and as further described in Deed recorded in Book 89, Page 27, Towns County Records.

Being the same property conveyed unto Mary Darlene Hills by Warranty Deed from David W. Plott, dated March 9th, 1998, filed of record March 9, 1998, in Book 165, Page 325, in the Office of the Clerk, Superior Court, Towns County, Georgia.

The debt secured by said Security Deed and note has been and is hereby declared due and payable because of default for non-payment as required by the note and Security Deed. The debt having been declared due and payable and remaining unpaid, and the terms in the note and Security Deed remaining in default, this sale will be made for the purpose of paying the principal, accrued interest and attorney's fees pursuant to the note and Security Deed, plus all expenses of this sale.

Said property will be sold as the property of Mary D. Hills and subject to outstanding ad valorem taxes and/or easements and/or restrictive covenants appearing of record, if any. The undersigned will comply with Georgia law, O.C.G.A. § 44-14-162.2, prior to conducting the sale.

To the best knowledge and belief of the undersigned, equitable title to said property is now held by Mary D. Hills.

The entity with full authority to negotiate, amend and modify all terms of the mortgage with the Debtor is Oconee Federal Savings and Loan Association, successor by merger to Stephens Federal Bank, Phone Number (864)882-2765.

The undersigned will execute a deed to the purchaser at said sale as provided in the aforementioned deed to secure debt to Stephens Federal Bank, n/k/a Oconee Federal Savings & Loan Association, successor by merger.

Dated this 19th day of March, 2018.
Oconee Federal Savings & Loan Association, successor by merger to Stephens Federal Bank, Attorney-in-fact for Mary D. Hills
Sanders, Ranck & Skilling, P.C.
P. O. Box 1005
Toccoa, GA 30577
706-886-7533
Attorney for Oconee Federal Savings & Loan Association

T(Apr4,11,18,25)B

**NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY:**

By virtue of the power of sale contained in Georgia Security Deed and Security Agreement dated November 3, 2004 from Jo Anne R. Furman ("Grantor") to Branch Banking and Trust Company, a North Carolina state banking corporation ("Bank"), recorded November 4, 2004 in Book 319, page 61 in the Office of the Clerk of the Superior Court of Towns County, Georgia, as modified by Modification Agreements dated October 25, 2010, recorded November 1, 2010 in Book 483, page 532, dated October 25, 2011, recorded November 1, 2011 in Book 502, page 411, and dated October 25, 2016, recorded November 14, 2016 in Book 588, page 798 in said Clerk's Records (collectively, the "Security Deed"), the Security Deed having been given to secure the obligations of Grantor to Bank, including, without limitation, the obligations evidenced by a promissory note from Grantor to Bank dated March 21, 2005 in the original principal amount of \$212,500.00, as modified and amended from time to time (the "Note"), the undersigned will sell at public outcry to the highest bidder for cash before the door of the Towns County Courthouse in Hiawassee, Georgia, on the first Tuesday in May, 2018, May 1, 2018, between the legal hours of sale, all or parts of real property known and designated as Town County Map Parcel Number 0044A005, located on Twin Oaks Road, and more particularly described as follows (the "Property"):

All that tract or parcel of land lying and being in Land Lot 117, 18th District, 1st Section, Towns County, Georgia, being Tract One (1), containing 0.542 acre, and Tract Two (2), containing 0.128 acre, which is Lot Three (3) of the Paul Westmoreland Subdivision as shown on a plat of survey by Rochester & Associates dated April 8, 1999, revised April 12, 1999, and revised again April 26, 1999, recorded in Plat Book 25, page 66, Towns County Records, which description on said plat is incorporated herein by reference and made a part hereof. There is included all right, title, and interest in the land fronting this lot on Lake Chatuge below the 1933 contour, subject to the TVA easement.

Subject to the restrictions of record as recorded in Deed Book X-1, page 83, and subject to the road right of way conveyed to Towns County as recorded in Deed Book 99, page 435, Towns County, Georgia Records.

Subject to any governmental zoning and subdivision ordinances and regulations in effect thereon.

Being the same property conveyed to Jo Anne R. Furman by Warranty Deed dated November 3, 2004, recorded November 4, 2004 in Book 319, page 59 in the Office of the Clerk of the Superior Court of Towns County, Georgia.

The obligations secured by the Security Deed have been and are hereby declared due and payable because of default under the terms of the Security Deed and the note, including, but not limited to, the failure to make payments when due. Those obligations remaining in default, this sale will be made for the purpose of applying the proceeds to the payment of those obligations secured by the Security Deed, accrued interest and expenses of the sale, and all other payments provided for under the Security Deed, notice of intention to collect attorneys' fees having been given as provided by law, and the remainder, if any, shall be applied as provided by law.

The Property will be sold as the property of Jo Anne R. Furman, who, to the best of the Bank's knowledge and belief, is the party in possession of the Property.

The Property will be sold "as is", without express or implied warranties of any kind, subject to (a) all unpaid real and personal property ad valorem taxes and governmental assessments, and (b) all prior restrictions, rights-of-way and assessments of record, if any, appearing of record prior to the date of the Security Deed and those appearing after the date of the Security Deed and consented to of record by Bank, as applicable.

Branch Banking and Trust Company, attorney-in-fact for Grantor, c/o Adam C. Sanders (GA Bar No. 126280), Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C., 633 Chestnut Street, Suite 1900, Chattanooga, Tennessee 37450 (phone 423-209-4131).

T(Apr4,11,18,25)B