Towns County Herald

Legal Notices for May 17, 2017

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of James Harold Christy, Jr.
All creditors of the estate of James Harold
Christy, Jr., deceased, 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 20th day of April, 2017.
Thomas W. Walker
Administrator of the Estate of James Harold Christy, Jr.

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS
RE: Estate of Richard A. Schmidtke
All creditors of the estate of Richard A.
Schmidtke, deceased, 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

required to Inlake Infinedicularities undersigned.
This day of May, 2017.
Elizabeth Irene Phillips
Personal Representative
1522 Heathers Cove Road
Hiawassee, GA 30546 706-994-3702

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Grace O'Kelley Cartledge
All creditors of the estate of Grace O'Kelley
Cartledge, deceased, 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 12th day of May, 2017. Jean R. Dawson Personal Representative 109 Foxboro Road Travelers Rest, SC 29690 864-836-4664

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA IN RE: ESTATE OF

MARVEL LYNN ANN METZGER, DECEASED

MARVEL LYNN ANN METZGER, DEGLASED ESTATE NO. 2016-10 NOTICE [For Discharge from Office and all Liability] IN RE: Petition for Discharge of Temporary Ad-

ministrator TO: Anthony Peter Cataldo and all and singular the heirs of said Decedent, the beneficiaries under the will, and to whom

This is to notify you to file objection, if there is

any, to the above-referenced Petition, in this Court on or before June 5, 2017.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections are

the grounds or 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. 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

706-896-3467 Telephone Number T(May10,17,24,31)B

STATE OF GEORGIA COUNTY OF TOWNS
NOTICE TO CREDITORS
RE: Estate of Frank Dills
All creditors of the Estate of Frank Dills, de-

ceased, late of Towns County, are hereby notified to render their demands to the un-dersigned according to law, and all persons indebted to said estate are required to make immediate payment to me. This the 5th day of May, 2017. By: Steven Ray Dills, Executor P.O. Box 283

Young Harris, GA 30582 T(May17,24,31,Jun7)B IN THE PROBATE COURT

COUNTY OF TOWNS STATE OF GEORGIA IN RE: ESTATE OF OTIS LARRY JOHNSON, DECEASED ESTATE NO. 2017-34 Notice of Petition to file for Year's Sup-

POHI The Petition of Shelia Kay Johnson, for a year's support from the estate of Otis Larry Johnson, Deceased, for Decedent's (Surviving Spouse), having been duly filed, all interested persons

naving seen up in the difference of the property of the phase, or or before June 12, 2017, why said Petition should not be granted.

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 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 Judge of the Probate Court By: Kerry L. Berrong Clerk of the Probate Court AR Biver St. Suite C.

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

Telephone Number T(May17,24,31,Jun7)B

IN THE PROBATE COURT OF TOWNS COUNTY

OLIN HORACE HUGHES, DECEASED ESTATE NO. 2017-27 PETITION FOR LETTERS OF ADMINISTRATION

NOTICE
TO: All Interested parties
Cecil J. Hughes has petitioned to be appointed
Administrator of the estate of Olin Horace
Hughes 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 May 30,
2017. 2017.
BE NOTIFIED FURTHER: All objections to the Pe-

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. Contact Probate Court personnel for the required amount of filing fees if any objections, or the property of filing fees if any objections. contact Probate Court personner for the re-quired 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 706-896-3467 Telephone Number

IN THE JUVENILE COURT OF CHEROKEE COUNTY STATE OF GEORGIA IN THE INTEREST:

CASE #2017-.I-0224 DOB: 12/08/2009 Minor Child Under the Age of Eighteen (18)

SERVICE BY PURI ICATION LAST KNOWN ADDRESS: 757 Laurel Hill, Young Harris, Georgia 30582 PRESENT WHEREBOUTS: Unknown

PRESENT WHEREBOUTS: Unknown
A Petition for Termination of Parental Rights
has been filed as to the minor child born to
Amber Kay Paige Higdon and Cody Jones, on
December 8, 2009, filed by the Georgia Department of Human Services, acting through
the Cherokee County Department of Family
and Children Services, on February 27, 2017,
each patition Services, to terminate all of your and Children Services, on February 27, 2017, said petition seeking to terminate all of your parental rights with respect to said child and all rights and obligations of the said child to you. You would not, after said order, be entitled to notice of proceedings for the adoption of the child by another person, nor have any right to object to the adoption or otherwise participate in the proceedings. A court hearing of your case has been scheduled for the 24th day of July 2017, at 8:30 a.m., at the Juvenile Court of

Cherokee County. You have a right to a free copy of the petition filed in this case which you may obtain from the Clerk of Juvenile Court, Cherokee County, upon identifying yourself, or from the Chero-kee County Department of Family and Children Services.
If you fail to appear, the Court can terminate

your rights in your absence.
If the Court at the trial finds that the facts set If the Court at the trial finds that the facts set out in the petition to terminate parental rights are true and that termination of your rights will serve the best interests of your child, the court can enter a judgment ending your rights to your child.

court can enter a judgment enoung your rights to your child.

If the judgment terminates your parental rights, you will no longer have any rights to your child. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. Your child will be legally freed to be adopted by someone clea by someone else.

Even if your parental rights are terminated:

(1) You will still be responsible for providing financial support (child support payments) for

your child's care unless and until your child is adopted: and

adopted; and
(2) Your child can still inherit from you unless
and until your child is adopted.
This is a very serious matter. You should contact an attorney immediately so that you can
be prepared for the court hearing. You have the
right to hire an attorney and to have him or her
represent you. If you cannot afford to hire an
attorney, the court will appoint an attorney if
the court finds that you are an indigent person.
Whether or not you decide to hire an attorney,
you have the right to attend the hearing of your you have the right to attend the hearing of your case, to call witnesses on your behalf, and to question those witnesses brought against you. You are advised that O.C.G.A. 15-11-283(c)

provides as follows:

"the biological father who is not the legal father may lose all rights to the child and will not be entitled to object to the termination of his rights to the child unless, within 30 days of receive

nis rights to the child unless, within 30 days or receipt of notice, he files:

(1) A petition to legitimate such child; and (2) Notice of the filing of the petition to legitimate with the court in which the termination of parental rights proceeding is pending. Witness the hand of the Honorable John B. Summer, Juvenile Court Judge, Cherokee County, this 5th day of May, 2017. Patty Baker Clerk, Juvenile Court of Cherokee County

Presented by: CYNTHIA PROPST Bar No. 393279 Acting for DANA M. THOMPSON Bar No. 707667
P.O. Box 1847 Canton, Georgia 30169 (770) 479-1844 May17,24,31,Jun7)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: ESTATE OF LOIS BRIDGES HUGHES, DECEASED PETITION FOR LETTERS OF ADMINISTRATION

NOTICE
TO: All Interested parties
Cecil J. Hughes has petitioned to be appointed
Administrator of the estate of Lois Bridges
Hughes 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 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 May 30, 2017.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections.

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. 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 greated without a hearing. be granted without a hearing.

be granted wurden.
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 T(May3,10,17,24)B

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA
IN RE: ESTATE OF
MARY D. FAIR, DECEASED ESTATE NO 2017-25

PETITION FOR LETTERS OF ADMINISTRATION TO: All Interested parties Karen Fair MacNeill has petitioned to be ap-

pointed Administrator(s) of the estate of Mary D. Fair deceased, of said County. The Petitioner has also applied for waiver of bond and/or b. rail deceased, of said county, the reducing 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 § 53-12-2b1. All interested parties are nereby 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 May 22, 2017. BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections shall objections chall be swert to before a notary public

tions should be sworn to before a notary public or before a Probate Court Clerk, and filing fees or before a Probate Court Clerk, and filling 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 filling 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

48 River St., Suite C Address 706-896-3467 Telephone Number Γ(Apr26, May3,10,17)Β

IN THE SUPERIOR COURT OF TOWNS COUNTY STATE OF GEORGIA YOUNG HARRIS COLLEGE, Plaintiff,

ALL THE WORLD, Defendant CIVIL ACTION *FILE NO. 17-CV-15-SG NOTICE To the heirs at law of W. H. Dean and to whom

ever else it may concern:
You are hereby notified of the above styled action seeking to establish title to the below described property against All The World was filed on the 7th day of February, 2017 in the Superior Court of Towns County, Georgia, Enotah perior court or lowns country, deorgia, Enotan Judicial Circuit, and that by reason of Order for Service by Publication entered by said Court on the 24th day of April, 2017 you are hereby commanded to be and appear at said Court within thirty days of the date of the Order for Service by Publication to answer said Petition and the Judgings before the Court and file pleadings before the Court.

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 132 of Towns County, Georgia containing 57.503 acres and being more particularly described

as follows:
BEGINNING at an iron pin located at the origi-nal corner common to Land Lots 132, 133, 156 and 157 of said District and Section and run-ning thence with the land lot common to Land Lots 132 and 133 and with the line common to property now or formerly of Nichols for a bear-ing and distance of Noo" 09" 18" W 335.15 feet as iron pin (1" ones to pine) one sid line ing and distance of N 00° 09′ 18° W 335.15 feet to an iron pin (1° open top pipe) on said line north of Kirby Cove Road; thence continuing along said line N 00° 09′ 18° W 1427.42 feet to an axle; thence running with the line common to property now or formerly of Cook N 88° 48′ 23° E 664.45 feet to an iron pin (1-1/2° open top pipe) thence N 88° 48′ 23° E 7.24 feet to the centerline of a stream; thence running with said stream centerline, two courses and distances marked by surveyor's chords as follows. distances marked by surveyor's chords as fol-lows. N 05° 13' 36" E 20.52 feet and N 44°14' 10WS. N. U.S. 13 OE 20.03 Let all ut 44 TH 47" E 10.77 feet; thence leaving the centerline of said stream and running with the line com-mon to property now or formerly of Fatora N 79° 24' 58" E 116.07 feet to an iron pin; thence running N 89° 20' 22" E 112.00 feet to an iron pin; thence running N 87° 50' 12" E 176.00 feet to an iron pin (3/8" rebar); thence running with a line common to property now or formerly of Fatora N 00° 46' 38" W 337.23 feet to an iron pin (3/8" rebar) thence N 00° 46' 38" W 8.90 feet to the apparent southern right of way line of Thomas Town Road at the intersection thereof with the apparent southern right of way line of Dyer Cove Road; thence running with the apparent southern right of way line of Dyer Cove Road in four courses and distances as follows: N 81° 06′ 30″ E 147.15 feet; N 87° 06′ 03″ E 31.24 feet, S 84° 01′ 04″ E 37.23 feet and S 81° 57′ 57″ E 84.81 feet to an iron pin 1.14″ nonet top pine); thence leaving each and S 81° 57′ 57′ E 84.81 feet to an Iron pin (1-1/4") open top pipe); thence leaving said apparent right of way line and running with the line common to property now or formerly of Huckaby S 02° 13′ 11″ E 644.14 feet to an axle on the top of the ridge at a point common to property now or formerly of Huckaby, Sims and Dyer; thence running with the centerline of the top of the ridge along the line common to property now or formerly of Dyer, marked by surveyor's chords as follows: \$ 14 \cdot 57 \cdot 45 \cdot W \tag{7.7} feet, \$ 16 \cdot 11 \cdot 07 \cdot W \cdot 24 \cdot 6 \text{ feet, \$ 0.32 \cdot 57 \cdot 11 \cdot 07 \cdot W \cdot 07 \cdot 07 \cdot W \cdot 07 \ W 76.26 leet, 5 25 31 34 W 47.26 leet, 5 03 49 34 W 52.62 feet, 5 28 507 38 E 58.34 feet, 5 41 19 48 E 62.97 feet, 5 52 45 34 E 47.14 feet, 5 26 46 39 E 66.67 feet, 5 34 17 35 E 106.75 feet, 5 41 49 14 E 127.32 feet and 5 27 20 55 E 149.64 feet to an iron pin on the original southern line of Land Lot 132 (said pin being located S 89° 29' 25" E 1212.33 feet from an iron pin located at the corner common to Land Lots 131, 132, 157 and 158 of said District and Section); thence running with the southern line of Land Lot 132 N 89° 29' 25" W

1430.59 feet to the POINT OF BEGINNING. The above described tract is more particularly shown and described on a plat of survey for Young Harris College by Southern Geosystems, Ltd., James C. Jones, RLS, dated 10/09/06 and recorded in Plat Book 33, Page 85, of Towns County records, said plat being incorporated

Herein by reference.
WITNESSETH the Honorable N. Stanley Gunter,
Judge of said Court, this 24th day of April,
2017

Cecil Dye, Clerk of Superior Court Towns County Enotah Judicial Circuit

IN THE JUVENILE COURT OF TOWNS COUNTY STATE OF GEORGIA IN THE INTEREST OF:

DOB: 10-02-2015

SEX: MALE case no. 139-17j-9A CHILD UNDER THE AGE OF EIGHTEEN NOTICE OF TERMINATION OF PARENTAL RIGHTS TO: RACHEL HALL, Mother of the above-named

child By Order for Service by Publication dated the 27th day of April, 2017, you are hereby noti-27th day or April, 2017, you are nereby noti-fied that on the 30th day of March, 2017, the Towns County Department of Family and Chil-dren Services, Georgia Department of Human Services, filed a Petition for Termination of Parental Rights against you as to the above-named child and this Court found it to be in the child's best interest that the Petition be filed. This notice is being sent to you pursuant to the provisions of O.C.G.A. § 15-11-281 and 282. A copy of the Petition for Termination of Parental Rights may be obtained by you from the Clerk at the Towns County Courthouse during busi-

ness hours. The hearing on the Petition for Ter-mination of Parental Rights is for the purpose of terminating your parental rights. If the Court at the trial finds that the facts set out in the Petition to Terminate Parental Rights are true and that termination of your rights will corne the host interest of your shift the will serve the best interests of your child, the Court can enter a judgment ending your rights

to your child.

If the judgment terminates your parental rights, you will no longer have any rights to your child.

This means that you will not have the right to rins means that you will not nave the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. You will not thereafter be entitled to notice of proceedings for the adoption of the above-named child by another, nor will you have any right to object to the adoption or otherwise to participate in the proceedings. Your child will be legally freed to be adopted by someone slee

be adopted by someone else. Even if your parental rights are terminated:

1) You will still be responsible for providing financial support (child support payments) for your child's care unless and until your child is

2) Your child can still inherit from you unless and until your child is adopted; and

3) Your child can still pursue any civil action

This Court will conduct a provisional hearing upon the Petition for Termi Rights on the 11th day of May, 2017 at 1:00 p.m. in the Union County Courthouse, Blairs-ville, Georgia. This Court will conduct a final hearing upon the Petition for Termination of Parental Rights on the 28th day of June, 2017 at 11:00 a.m. in the Union County Courthouse, Blairsville, Georgia.

The child and other parties involved may be represented by a lawyer at all stages of these proceedings. If you want a lawyer, you may choose and him your plants of you want.

to hire a lawyer, you may choose and hire your own lawyer. If you want to hire a lawyer, please contact your lawyer immediately. If you want a lawyer but are not able to hire a lawyer without undue financial hardship, you may ask for a lawyer to be appointed to represent you. The Court would inquire into your financial circumstances and if the Court finds you to be financially unable to hire a lawyer, then a lawyer will be appointed to represent you. If you want a lawyer appointed to represent you, you must let the Court or the officer of this Court handling this case know that you want a lawyer immediately.WITNESS, the Honorable Jeremy Clough, Judge of said Court, this the 27th day of April, 2017. Honorable Jeremy Clough Judge, Juvenile Court Towns Court, the Court Court Court Court Court

Towns County, Georgia **Enotah Judicial Circuit**

REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT-AT-RISK **FOR FACILITY PROJECTS**

FOR THE TOWNS COUNTY SCHOOL DISTRICT The TOWNS COUNTY SCHOOL SYSTEM will receive proposals until June 10, 2017 at 3:00 p.m. for Construction Management-at-Risk services for certain facility projects including some or all of the following

some or all of the following:

1. Towns County Middle/High School Renovations and Modifications

2. Towns County Elementary School Renovations and Modifications
Copies of the RFP are available by faxing or e-mailing a request for the RFP to:
CM RFP
Attention Mr. Roy Royses

Attention: Mr. Roy Perren Facilities Director Towns County Schools 67 Lakeview Circle, Suite C Hiawassee, Georgia 30546 Phone: (706) 896-4131

E-mail: rperren@townscountyschools.org
The Towns County Board of Education reserves
the right to reject any and all proposals and to

STATE BOARD MEMBER TO HOLD PUBLIC HEARING May 24, 2017

Kevin Boyd to Host State Board of Education Ninth District Public

Hearing
The State Board of Education will hold a public
hearing for citizens in the Ninth Congressional District on Wednesday, May 24, 2017. The
meeting will be held from 7:00 – 8:00 p.m. at
North Hall High School, Performing Arts Center, 4885 Mt. Vernon Road, Gainesville, Georgia

The purpose of the hearing is to hear comments from interested citizens and educators within the congressional district regarding the performance and problems of public education. Persons wishing to speak should sign in upon arrival. For more information, please contact Mrs. Debbie Caputo at 404-657-7410. The Georgia Department of Education does not discriminate on the basis of disability in adunscriminate on the basis of disability in admission to, access to, or operations of its pro-grams, services or activities. Individuals who need assistance or auxiliary aids for participa-tion in this public forum are invited to make their needs known to Mrs. Debbie Caputo at (404) 657-7410, no later than 72 hours before

NOTICE OF SALE UNDER POWER, TOWNS

Pursuant to the Power of Sale contained in a Security Deed given by John J. Patterson and Irene J. Patterson to Mortgage Electronic Registration Systems, Inc. as nominee for Branch Banking and Trust Company dated 10/24/2012 and recorded in Deed Book 522 Page 514 Towns County, Georgia records; as last transferred to or acquired by Branch Banking and Trust Company, conveying the after-described property to secure a Note in the original principal amount of \$ 243,700.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the high-est bidder for cash before the Courthouse door est 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 June 06, 2017 (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

All that certain tract or parcel of land lying and being in Land Lots 7 and 8 in the 19th District, 1st Section of Towns County, Georgia and being more particularly described as Lot 30, containing 1.14 acres, more or less, of Hi River County Subdivision, Phase Two, as shown on and described on a late of survey of record in and described on a plat of survey of record in Plat Book 17, Page 109, Towns County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Subject to Covenants and Restrictions as recorded in Deed Book 80, Pages 762-763, Towns

County, Georgia records. Subject to easements and other matters of survey as shown on the above referenced plat.

Tract B:

All that tract or parcel of land lying and being in Land Lot 21 in the 19th District, 1st Section of Towns County, Georgia and being more par-ticularly described as Tract 2, containing 0.550 ticularly described as Tract 2, containing 0.550 acres, being part of Lot 29 of HI River Country Subdivision, Phase Two, as shown on and described on plat of survey of record in Plat Book 21, Page 290, Towns County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Subject to covenants and restrictions as recorded in Deed Book 80, Pages 762-763, Towns County, Georgia records.

Subject to easements and other matters of survey as shown on the above referenced plat.

Subject to easements and other matters or survey as shown on the above referenced plat. This part of Lot 29 of Hi River Country shall be sold only with Lot 30 of Hi River Country or can be combined and sold with the other half of Lot 29. No residence can be built on this half

The property is conveyed together with that certain Deed of Easement as recorded in Deed Book 415, Page 257, Towns County, Georgia

records.
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 attentions of the same and all expenses of this sale, as provided in the Security Deed and by law, including attentions of the same and all expenses of the same and sales at the same and sales at the same and sales at the sale in the Secturity 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 2515 Buck Run, Hiawassee, GA 30546 together with all fixtures and personal property attached to

and instures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the under-signed, the party (or parties) in possession of the subject property is (are): John J. Patterson and Irene J. Patterson or tenant or tenants. Branch Banking and Trust Company is the entity or individual designated who shall have

entity of individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage. Branch Banking and Trust Company Mortgage Loan Servicing P.O. Box 2467 Greenville, SC 29602-2467

1-800-827-3722

1-000-027-3722
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

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 taying authority (d) any mat. demption of any taxing authority, (d) any matuempuon or any taxing automory, (or) 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

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 0.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.

Branch Banking and Trust Company as agent and Attorney in Fact for John J. Patterson and Irene J. Patterson Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Geor-gia 30305, (404) 994-7637.

THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECT OR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1207-890A

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER POWER
Under and by virtue of the power of sale contained in a Security Deed from LEONARD L. SO-FIELD and DEBRA D. SOFIELD to UNITED COMMUNITY BANK, dated March 1, 2006, recorded March 22, 2006, in Deed Book 366, Page 91, Towns County, Georgia records, said Security Deed being given to secure a Note from LEONARD L. SOFIELD dated March 1, 2006, in the original principal amount of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, with interest due thereon on the unpaid balance until paid; there will be sold by the undersigned at public outcry to the highest bidder for cash before outcry to the highest bidder for cash before the Courthouse door at Towns County, Geor-gia, within the legal hours of sale on the first Tuesday in June, 2017, the following described

property: All that tract or parcel of land lying and be All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot
203, Towns County, Georgia, containing 0.58
acre, as shown on a play of survey prepared
by Lane Bishop & Associates, Lane S. Bishop,
RLS #1575, dated 10/7/96, and recorded in
Plat Book 17, Page 107 of the Towns County
records, said plat being incorporated herein by
reference for a full description of said prop-

Grantor conveys unto Grantee all rights, title and interest that he has in and to the real property adjoining the entire southwest boundary of said property as it extends to the centerline of Swallows Creek Road, subject to the road right of way.

The northeast boundary line of the above de-

ine normeast boundary line of the above described property is subject to the terms and conditions of the boundary line agreement between Lloyd Lee and Claudia A. Wright and Aubra J. Sexton and Eloise Sexton, dated March 11, 2004, and recorded in Deed Book 299, Page 343, of the Towns County records.

Grantees shall also have the right to draw a sufficient amount of water to sumply a residence. sufficient amount of water to supply a resi

dence from the spring on adjoining property, said spring being located approximately 700 feet North of this property, Grantees shall have an easement 3 feet in width in a direct line from this property to the aforesaid spring for the purpose of running a water line. Grantees shall also have the right if ingress and egress over the said property for the purpose of installing and repairing said water line. This right shall run to the Grantees' heirs and assigns.

Known: 4887 Swallows Creek Rd. Known: 4857 Swallows Creek Rd. Included herewith is a 1978 Summit Dou-

blewide Mobile Home, VIN No. H13142GR &

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 among other possible events of deraunt, rathure 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 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, easements, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

To the best knowledge and belief of the undersigned, the party in possession of the property

signed, the party in possession of the property is LEONARD L. SOFIELD and DEBRA D. SOFIELD

or a tenant or tenants.
UNITED COMMUNITY BANK,
as attorney in Fact for LEONARD L. SOFIELD
and DEBRA D. SOFIELD

L. Lou Allen Stites & Harbison, PLLC 520 West Main Street

520 West Main Street
Blue Ridge, Georgia 30513
(706) 632-7923
File No. 7484A-03821
THIS LAW FIRM IS ATTEMPTING TO COLLECT A
DEBT. ANY INFORMATION OBTAINED WILL BE **USED FOR THAT PURPOSE**

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA **COUNTY OF TOWNS** Under and by virtue of the power of sale contained in that certain Security Deed executed by Johnny Wade Persall in favor of Community Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 650-655 in

nity Bank & Irust dated warch 25, 2005, and recorded in Deed Book 429, Pages 650-655 in the Towns County, Georgia Deed Records, as assigned by Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation in its capacity as Receiver for Community Bank & Trust to SCBT, NA. db/a CBT, a Division of SCBT, NA., dated January 24, 2011, recorded in Deed Book 489, Pages 41-48, aforesaid records, modified [DATE], recorded at Deed Book [NUMBER], page [NUM-BER] of the [COUNTY] County, Georgia Deed Records, the undersigned will sell at public outcry to the highest bidder for cash before the door of the Counthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in June, that being June 6, 2017, the following described property:
All that tract or parcel of land lying and being in 17th District, 1st Section, Land Lot 3, Towns County, Georgia, containing 6.00 acres,

Towns County, Georgia, containing 6.00 acres, as shown on a plat of survey by North Georgia Land Surveyors, recorded in Plat Book 13, Page 125, Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

Said property is subject to an easement in favor of Blue Ridge Mountain EMC as recorded in Deed Book 171, Page 505 Towns County Said property is subject to any easements, re-

strictions and rights of way as shown on said plat or of record

bile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932A ALSO CONVEYED is a 1999 Peach State mo-The debt secured by said Security Deed is evi-

Ine deat secure by said security used is sydenced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal 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 of installments owed thereunder. The total balance of said debt has, therefore, been declared the north of the Security Deed feedback of the said the Security Deed feedback. due and the Security Deed foreclosable acque 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 Johnny Wade Persall, the proceeds to be applied to the payment of said indebt-edness, attorneys' fees (notice of intention to

collect attorneys' fees having been given), and the lawful expenses of said sale, all as providthe 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.
To the best of the undersigned's knowledge

and belief, the property is in the possession of Johnny Wade Persall and will be sold as the property of Johnny Wade Persall. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

Johnny Wade Persall By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact

Hulsey, Oliver & Mahar, LLP P. O. Box 1457 Gainesville, GA 30503 (770) 532-6312 T(Mav10.17.24.31)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Security Deed executed by Johnny Wade Persall in favor of Community Bank & Trust dated March 25, 2008, and recorded in Deed Book 429, Pages 538-543 in the Towns County, Georgia Deed Records, as assigned by Transfer and Assignment of Deed to Secure Debt from Federal Deposit Insurance Corporation in its capacity as Receiver for Community Bank & Trust to SCBT, N.A. d/bA CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded in Deed Book 489, Pages 41-48, aforesaid records, modified IDATEI. 24, 2011, rectured in Deets Book 403, rages
41-48, aforesaid records, modified [DATE],
recorded at Deed Book [NUMBER], page [NUM-BER] of the [COUNTY] County, Georgia Deed
Records,the undersigned will sell at public
outcry to the highest bidder for cash before
the door of the Courthouse of Towns County,

the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in June, that being June 6, 2017, the following described property:
All that tract or parcel of land lying and being in Land Lot 3, 17th District, 1st Section, Towns County, Georgia, containing 1.564 acres, as shown on a plat of survey by Tamrok Associates, Inc., John G. Stubblefield, R.S. #2599, dated July 22, 1996, recorded in Plat Book 21, Page 98, Towns County records which description on said plat is incorporated herein by reference and made a part hereof.

erence and made a part nereot.
Said property is subject to the road right of
way as shown on said plat and the ingress/
egress easement as shown on said plat.
Said property is subject to an easement in favor of Blue Ridge Mountain EMC as recorded
in Deed Book 171, Page 505 Towns County
records.

records.
Said property is subject to any easements, restrictions and rights of way as shown on said plat or of record.
ALSO CONVEYED is a 1999 Peach State mobile home located on the above-described property, bearing VIN# PSH26A0932A and PSH26A0932B.

PSI/26A0932B.
The debt secured by said Security Deed is evidenced by a Commercial Promissory Note (the "Note") from Johnny Wade Persall executed on March 25, 2008, in the original principal amount of \$55,341.31, payable, principal 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 of installments owed thereunder. The total

Security Deed as a result of the nonpayment of installments owed thereunder. The total balance of said debt has, therefore, been declared due and the Security Deed foreclosable according to its terms. The debt remaining in default, the property will be sold to the highest bidder for cash as the property of Johnny Wade Persall, 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 ed in the Note and the Security Deed, said sale

ed 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. To the best of the undersigned's knowledge and belief, the property is in the possession of Johnny Wade Persall and will be sold as the property of Johnny Wade Persall. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.

Jonnny Wade Persall By: South State Bank f/k/a SCBT d/b/a CBT, a Division of SCBT f/k/a SCBT, N.A. d/b/a CBT, a Division of SCBT, N.A. as Attorney-in-Fact Hulsey, Oliver & Mahar, LLP P. O. Box 1457 Gainesville, GA 30503 (770) 532-6312

tioned Security Deed.

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by W.C.
Garrett and Elva Elizabeth Garrett to Mortgage
Electronic Registration Systems, Inc. (MERS)
as nominee for Urban Financial Group, dated
May 13, 2009, and recorded in Deed Book 456,
Page 45 Towns County Georgia records 456, May 13, 2009, and recorded in Deed Book 430, Page 45, Towns County, Georgia records, as last transferred to Reverse Mortgage Solu-tions, Inc. by Assignment recorded in Deed Book 586, Page 466, Towns County, Geor-gia Records, conveying the after-described property to secure a Note of even date in the original principal amount of \$300,000.00, in the party interest at the party specified therein, there will interest at the party specified therein, there will original principal anount of \$500,000.00, while 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, within the legal hours of sale on the first Tuesday in June, 2017, to wit: June 6, 2017, the following described proportion.

June, 2017, to wit: June 6, 2017, the following described property:
All that tract or parcel of land lying and being in the 18th District, 1st Section, Land Lot 315, Towns County, Georgia, containing 2.0 acres, more or less, as shown on a plat of survey by 6. Gregory, dated August 16, 1966, recorded in Plat Book 13, Page 49, Towns County Records and more particularly described as follows: beginning at the intersection of Land Lots 292, 293, 314 and 315, running thence South 82 degrees 45 minutes East 1375 feet, more or less, to the true point of beginning, run thence North 87 degrees 30 minutes West 548.0 feet; thence North 3 degrees 00 minutes East 171.0 feet; thence South 85 degrees 00 minutes East 563.0 feet to a point; thence South 1 degrees

563.0 feet to a point; thence South 1 degree 15 minutes West 195.0 feet to the true point of beginning.
The debt secured by said Deed to Secure Debt 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 Deed to Secure Debt. The debt remaining in default, this sale will be made for the

ing in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, including attorney's fees (no-tice of intent to collect attorney's fees having operty is commonly known as 6064 Pat Road, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the

party (or parties) in possession of the subject property is (are): W.C. Garrett and Elva Elizabeth Garrett or tenant or tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes witch one so like huttaket during taxes). which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the prop-erty, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements,

restrictions, covenants, etc.
The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; (2) O.C.G.A. Section 9-13-172.1; and (3) 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 nonjudicial 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 in the preceding paragraph.

Pursuant to 0.C.G.A. Section 44-14-162.2, the entity that has full authority to negotiate, amend and modify all terms of the mortgage

with the debtor is:

with the debtor is:
Reverse Mortgage Solutions, Inc.
Attention: Loss Mitigation Department
14405 Walters Road, Suite 200
Houston, TX 77014
1-866-503-5559

The foregoing notwithstanding, nothing in OC.G.A. Section 44-14-162.2 shall be construed to require the secured creditor to negotiate, amend or modify the terms of the Deed to Secure Debt described herein.

This sale is conducted on behalf of the second delication and the process of the conducted on the second secon cured creditor under the power of sale granted in the aforementioned security instrument,

Specifically being Reverse Mortgage Solutions, Inc. as attorney in fact for W.C. Garrett and Elva Elizabeth Garrett **Martin & Brunavs** 5775 Glenridge Drive Building D, Suite 100 Atlanta, GA 30328 404.982.0088 This law firm is acting as a debt collec-

TOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR

specifically being