

Towns County Herald

Legal Notices for September 16, 2015

NOTICE TO CREDITORS AND DEBTORS

All creditors of the estate of MARGARET H. STEWART, a.k.a MARGARET MOORE STEWART, deceased of Towns County, Young Harris, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned Co-Executors.

This 19th day of August, 2015.

Margie Ann Stewart
2606 Francis Street
Durham, N.C. 27707
William T. Stewart, Jr.
4130 Plunkett Road
Lithonia, G.A. 30305

T(Sep16,23,30)B

NOTICE TO DEBTORS AND CREDITORS

TO: All Creditors of Fay A. Floyd, Late of Towns County, Georgia

On behalf of Fay A. Floyd, now deceased, you are hereby notified, pursuant to O.C.G.A. 53-7-92, to render in your demands and claims to and all persons who claim indebtedness by Fay A. Floyd:

Fay A. Foyd
C/o Sandra Edward and Tamara Talley - Executor of the Estate
J. Kevin Tharp, Attorney
150 Glover Road
Cleveland, Georgia 30528

T(Aug26,Sept2,9,16)B

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF MICHAEL DEANGELIS

All debtors and creditors of the estate of Michael Deangelis, deceased, late of Towns County, Georgia, are hereby notified to render their demands and payments 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 August, 2015.

Russell M. Stookey, Attorney at Law
Personal Representative
PO Box 310
Hiawassee, GA 30546

706-896-2241

T(Sep16,23)B

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA

COUNTY OF TOWNS

RE: Estate of Jana Suzanne McClure

All creditors of the estate of Jana Suzanne McClure, 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 28th day of August, 2015

Robby McClure, Personal Representative
1055 Rolling Meadows
Hiawassee, GA 30546

706-897-4394

T(Sep16,23)P

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA

COUNTY OF TOWNS

RE: Estate of Jerry Eugene Gravitt

All creditors of the estate of Jerry Eugene Gravitt, 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.

Randall J. Gravitt, Personal Representative
PO Box 60281
Jacksonville, FL 32236

904-729-8439

T(Sep12,9,16,23)P

IN THE SUPERIOR COURT

OF TOWNS COUNTY

STATE OF GEORGIA

IN RE: James Lee Coward

Order for Notice of Petition to Change Name
A petition has been filed in the Superior Court of Towns County, Georgia, on the 27th day of August, 2015, praying for a change in his name from James Lee Coward to James Lee Mandy. Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to said name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 27th day of August, 2015

Cecil Dye, Clerk
Towns County Superior Court

Enotah Judicial Circuit

T(Sep12,9,16,23)B

NOTICE TO CREDITORS AND DEBTORS

STATE OF GEORGIA

COUNTY OF TOWNS

RE: ESTATE OF William S. Hortos

All creditors of the estate of William S. Hortos, deceased, late of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 26th day of August, 2015.

Terry W. Covert
631 Palm Springs Drive, Suite 115

Altamonte, FL 32701

407-830-7220

T(Sep19,16,23,30)B

NOTICE TO CREDITORS AND DEBTORS

STATE OF GEORGIA

COUNTY OF TOWNS

RE: ESTATE OF Marilyn F. Hortos

All creditors of the estate of Marilyn F. Hortos, deceased, late of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 26th day of August, 2015.

Paul Diem
631 Palm Springs Drive, Suite 115

Altamonte, FL 32701

407-830-7220

T(Sep19,16,23,30)B

NOTICE TO CREDITORS AND DEBTORS

STATE OF GEORGIA

COUNTY OF TOWNS

RE: ESTATE OF Randy Kevin Nicholson

All creditors of the estate of Randy Kevin Nicholson, deceased, late of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 28th day of August, 2015.

Wilda Joan Davenport
5859 Pat Road

Hiawassee, GA 30546

706-896-2584

T(Sep19,16,23,30)B

IN THE PROBATE COURT

COUNTY OF TOWNS

STATE OF GEORGIA

IN RE: ESTATE OF BROOKLYN CITLALI VARGAS, MINOR

ESTATE NO. 2015-65

NOTICE

Date of second publication, if any September 23, 2015

TO: Pablo Vargas Martinez

You are hereby notified that Christy Lea Pangborn & Alan Roger Pangborn has filed a Petition seeking to be appointed temporary guardians of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of the Petitioners as temporary guardians, must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than ten (10) days after the second publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia 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.

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioners as guardians, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.

David Rogers, Probate Judge

By: Kerry L. Berrong,

Clerk/Deputy Clerk of the Probate Court

48 River Street, Suite C

Hiawassee, GA 30546

706-896-3467

T(Sep16,23)B

IN THE PROBATE COURT

COUNTY OF TOWNS

STATE OF GEORGIA

IN RE: ESTATE OF JONAH ALEXANDER VARGAS, MINOR

ESTATE NO. 2015-66

NOTICE

Date of second publication, if any September 23, 2015

TO: Pablo Vargas Martinez

You are hereby notified that Christy Lea Pangborn & Alan Roger Pangborn has filed a Petition seeking to be appointed temporary guardians of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of the Petitioners as temporary guardians, must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than ten (10) days after the second publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia 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.

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioners as guardians, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.

David Rogers, Probate Judge

By: Kerry L. Berrong,

Clerk/Deputy Clerk of the Probate Court

48 River Street, Suite C

Hiawassee, GA 30546

706-896-3467

T(Sep16,23)B

IN THE PROBATE COURT

COUNTY OF TOWNS

STATE OF GEORGIA

IN RE: ESTATE OF PABLO LENNOX VARGAS, MINOR

ESTATE NO. 2015-64

NOTICE

Date of second publication, if any September 23, 2015

TO: Pablo Vargas Martinez

You are hereby notified that Christy Lea Pangborn & Alan Roger Pangborn has filed a Petition seeking to be appointed temporary guardians of the above-named Minor. All objections to the Petition to the appointment of a temporary guardian or the appointment of the Petitioners as temporary guardians, must be in writing, setting forth the grounds of any such objections, and be filed with this Court no later than ten (10) days after the second publication of this notice if you are served by publication. All objections should be sworn to before a notary public or Georgia 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.

NOTE: If a natural guardian files a timely objection to the creation of the temporary guardianship, the Petition will be dismissed. If a natural guardian files an objection to the appointment of the Petitioners as guardians, or if a parent who is not a natural guardian files an objection to the Petition, a hearing on the matter shall be scheduled at a later date. If no objection is filed, the Petition may be granted without a hearing.

David Rogers, Probate Judge

By: Kerry L. Berrong,

Clerk/Deputy Clerk of the Probate Court

48 River Street, Suite C

Hiawassee, GA 30546

706-896-3467

T(Sep16,23)B

NOTICE OF SALE UNDER POWER

STATE OF GEORGIA, COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by CHRISTINA SMITH to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE FOR ACOPIA, LLC, dated 10/05/2010, and Recorded on 10/15/2010 as Book No. 482 and Page No. 692-710, AS AFFECTED BY BOOK 483, PAGE 245, TOWNS County, Georgia records, as last assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the Secured Creditor), by assignment, conveying the after-described property to secure a Note of even date in the original principal amount of \$96,300.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash at the TOWNS County Courthouse within the legal hours of sale on the first Tuesday in October, 2015, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 103, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.612 ACRES, BEING SHOWN AS TRACT TWO (2) ON A PLAT OF SURVEY PREPARED BY LANDTECH SERVICES, INC., JAMES L. ALEXANDER, R.L.S.#2853 DATED 8/17/04 AS RECORDED IN PLAT BOOK 32, PAGE 230 TOWNS COUNTY, GEORGIA RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART THEREOF. The debt secured by said Deed to Secure Debt 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 Deed to Secure Debt. Because the debt remains 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 (notice of intent to collect attorney's fees having been given). FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE holds the duly endorsed Note and is the current assignee of the Security Deed to the property. SETERUS, INC., acting on behalf of and, as necessary, in consultation with FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE (the current investor on the loan), is the entity with the full authority to negotiate, amend, and modify all terms of the loan. Pursuant to O.C.G.A. § 44-14-162.2, SETERUS, INC. may be contacted at: SETERUS, INC., 14523 SW MILLIKAN WAY, SUITE 200, BEAVERTON, OR 97005, 866-570-5277. Please note that, pursuant to O.C.G.A. § 44-14-162.2, the secured creditor is not required to amend or modify the terms of the loan. To the best knowledge and belief of the undersigned, the party/parties in possession of the subject property known as 202 JACK CREEK ROAD, HIWASSEE, GEORGIA 30546 is/are: CHRISTINA SMITH or tenant/tenants. 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) any matters which might be disclosed by an accurate survey and inspection of the property, 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; and (2) 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. FEDERAL NATIONAL MORTGAGE ASSOCIATION, A/K/A FANNIE MAE as Attorney in Fact for CHRISTINA SMITH. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 0000004841607 BARRETT DAFFIN FRAPPIER LEVINE & BLOCK, LLP 15000 Surveyor Boulevard Addison, Texas 75001 Telephone: (972) 341-5398.

T(Sep19,16,23,30)P

STATE OF GEORGIA

COUNTY OF TOWNS

NOTICE OF SALE UNDER POWER

Because of a default under the terms of the Security Deed executed by Arvind Raina and Maninder Kaur to Mortgage Electronic Registration Systems, Inc. as nominee for Provident Funding Associates, L.P. dated August 6, 2009, and recorded in Deed Book 460, Page 636, Towns County Records, said Security Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, N.A. by Assignment, securing a Note in the original principal amount of \$312,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, October 6, 2015, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 3.407 ACRES, AND BEING AS TRACT ONE (1) ON A PLAT OF SURVEY BY T. KIRBY AND ASSOCIATES, INC. DATED 02/22/2008, RECORDED IN PLAT BOOK 38, PAGE 118, TOWNS COUNTY RECORDS WHICH DESCRIPTION ON SAID PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART THEREOF.

THE GRANTOR GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND THE RIGHT TO RUN WATER AND UTILITIES TO THE ABOVE DESCRIBED PROPERTY ALONG THE EASEMENT AS SHOWN ON SAID PLAT, RUNNING FROM VICTORIA WOODS ROAD. THE PROPERTY IS CONVEYED SUBJECT TO THE EASEMENT TO BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 216, PAGE 602, TOWNS COUNTY GEORGIA RECORDS.

THE PROPERTY IS ALSO CONVEYED SUBJECT TO THE RESTRICTIONS OF RECORD AS PERTAINS TO VICTORIA WOODS SUBDIVISION RECORDED IN DEED BOOK 94, PAGES 130-133 AND DEED BOOK 94, PAGES 207-209, TOWNS COUNTY GEORGIA RECORDS.

PROPERTY IS CONVEYED SUBJECT TO THAT PERPETUAL WATER RIGHT TO THE SPRING LOCATED ON THE ABOVE DESCRIBED PROPERTY AND THE RIGHT TO RUN THE NECESSARY WATER LINE TO MAINTAIN SAME, ALONG WITH OTHER CONDITIONS AND LIMITATIONS AS RESERVED BY JERRY SANDERS IN DEED BOOK 199, PAGES 505-506, TOWNS COUNTY CLERKS OFFICE.

Said property is known as 1490 Ada Lane, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The proceeds of said sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Arvind Raina and Maninder Kaur, successor in interest or tenant(s).

Wells Fargo Bank, N.A. as Attorney-in-Fact for Arvind Raina and Maninder Kaur

File no. 12-037205

SHAPIRO PENDERGAST & HASTY, LLP*

Attorneys and Counselors at Law

2872 Woodcock Blvd., Suite 100

Atlanta, GA 30341-3941

(770) 220-2535/KMM

shapiroandhasty.com

*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

09/09, 09/16, 09/23, 09/30, 2015

[FC-NOS]

T(Sep19,16,23,30)P

NOTICE OF SALE UNDER POWER

IN SECURITY DEED

STATE OF GEORGIA

COUNTY OF TOWNS

Under and by virtue of the power of sale contained in that certain Home Equity Line Deed to Secure Debt from Carolyn J. Tyson ("Grantor") in favor of Cadence Bank, N.A. ("Lender"), dated February 15, 2007 and recorded in Deed Book 401, page 17 in the offices of the Clerk of the Superior Court of Towns County, Georgia (as modified and/or amended from time to time, the "Deed to Secure Debt"), the undersigned will sell at public outcry before the door of the Courthouse of Towns County, Georgia during the legal hours of sale on the first Tuesday in October 2015 to the highest and best bidder for cash the following described property (the "Premises"), to wit:

All that tract or parcel of land lying and being in Land Lot 73, 18th District, 1st Section, Towns County, Georgia, containing a total of 0.838 acres and shown as Tract One (1) containing 0.811 acres and being Lot Six (6) of the Ernest H. Dowdy Subdivision, and Tract Two (2) containing 0.027 acre and being a part of Lot Seven (7) of the Ernest N. Dowdy Subdivision, as shown on a plat of survey by Tamrok Associates, Inc., dated 9/20/95 and recorded in Plat Book 20, Page 254 Towns County records, which description on said by is incorporated herein by reference.

Subject to any easements, restrictions and rights-of-way of record, if any.

Together with all present and future improvements and fixtures; all tangible personal property, including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from this property to other real property; all leases, licenses and other agreements pertaining to the real property; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights pertaining to the real property.

TO HAVE AND TO HOLD all the aforesaid property, property rights, contract rights, equipment and claims (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Grantee, forever, in FEE SIMPLE.

The debt secured by the Home Equity Line Deed to Secure Debt is evidenced by a Home Equity Line of Credit Agreement dated February 15, 2007 from Grantor to Cadence Bank, N.A. in the original principal amount of \$95,000.00 (as modified, amended, restated, or replaced from time to time, the "Note"), plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the indebtedness evidenced by the Note has been accelerated and the Security Deed has been declared foreclosable according to its terms.

The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Security Deed and by law, including attorneys' fees, notice of intent to collect attorneys' fees having been given. Said property will be sold subject to any outstanding ad valorem taxes and/or assessments (including taxes which are a lien but are not yet due and payable), possible redemptive rights of the Internal Revenue Service, if any, any matters which might be disclosed by an accurate survey and inspection of the property, and any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final audit and confirmation of the status of the loan and collateral with the holder of the Security Deed.

To the best of the undersigned's knowledge and belief, the Premises are presently owned by Joseph Tyson, Henry Hodges, and Orlando Tyson. To the best of the undersigned's knowledge and belief, the parties in possession of the Premises are Joseph Tyson, Henry Hodges, and Orlando Tyson, and tenants holding under Joseph Tyson, Henry Hodges, and Orlando Tyson.

Cadence Bank, N.A., as Attorney-in-Fact for Carolyn J. Tyson

Walter E. Jones, Esq.

Balch and Bingham, LLP

30 Ivan Allen Jr. Blvd., NW

Suite 700

Atlanta, Georgia 30308-3036

(404) 962-3574

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

T(Sep19,16,23,30)B

STATE OF GEORGIA

TOWNS COUNTY

NOTICE OF SALE UNDER POWER

By virtue of the power of sale contained in that certain Deed to Secure Debt from ROBERT A. WINN to HERBERT W. ALLEN, individually and Herbert W. Allen, as Executor of the Estate of VONNELL ALLEN, dated April 28, 2006, filed for record May 2, 2006, and recorded in Deed Book 370, Pages 350-352 Towns County, Georgia Records, said Deed to Secure Debt having been given to secure a Note dated April 28, 2006 in the original principal sum of Four Hundred Thousand Dollars (\$400,000.00), with interest from date at the rate stated in said Note on the unpaid balance until paid, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door at Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2015, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 52, DISTRICT 17, SECTION 1, TOWNS COUNTY, GEORGIA AND BEING TRACT ONE (1) CONSISTING OF 0.832 ACRES, MORE OR LESS, TRACT TWO (2) CONSISTING OF 1.561 ACRES, MORE OR LESS, AND TRACT THREE (3) CONSISTING OF 0.019 ACRES, MORE OR LESS, AS MORE FULLY SHOWN ON A PLAT OF