

Towns County Herald

Legal Notices for September 6, 2023

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS

RE: ESTATE OF SAM CLYDE CRAPPS
All debtors and creditors of the estate of Sam Clyde Crapps, 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 21st day of August, 2023.
David Samuel Crapps, Executor
4530 River Park Blvd.
Owens Cross Roads, AL 35763
Lawrence S. Sorgen
Attorney at Law
P. O. Box 67
Hiawassee, GA 30546
T(Aug30,Sept6,13,20)

NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA COUNTY OF TOWNS

IN RE: SARA ENSLEY SMITH
All creditors of the Estate of SARA ENSLEY SMITH, deceased, late of Clark County, Nevada, and owning real property in Towns County, Georgia, are hereby notified to render their demands to the undersigned at the address listed below, and all persons indebted to said Estate are required to make immediate payment to the Administrator at the address listed below.

This 14th day of August, 2023.
Tracy L. Hicks
as Temporary Administrator
of the Estate of Sara Ensley Smith
Marc S. Kaufman
Attorney at Law
Marc Kaufman Law, LLC
4846 Lavonia Highway
Hartwell, Georgia 30643
(706) 376-6939
T(Aug23,30,Sept6,13)

NOTICE TO CREDITORS AND DEBTORS

All creditors of the Estate of SHERRY JANE DRUMMOND deceased of Towns County, Young Harris, 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 Russell Scott Drummond as Executor of the Estate of Sherry Jane Drummond.

This 14th day of August, 2023.
Russell Scott Drummond, Executor
Estate of Sherry Jane Drummond
4822 Itsey Trail
Hiawassee, GA 30546
Submitted by:
Pamela Kendall Floyd, PC
Attorney for Estate
P.O. Box 1114
Hiawassee, GA 30546
T(Aug23,30,Sept6,13)

IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: ESTATE OF ARTHUR EDWARD WOLFE, DECEASED

ESTATE NO. 2023-P-069
PETITION BY PERSONAL REPRESENTATIVE FOR
WAIVER
OF BOND AND/OR GRANT OF CERTAIN POWERS
TO: All interested parties and to whom it may concern:

Sam Knox has/have petitioned for waiver of bond, waiver of reports, waiver of statements, and/or for the grant of certain powers contained in O.C.G.A. §53-12-261 in regard to the above estate. All interested persons 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 September 11, 2023.

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 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: Kristen C. Roberts
Clerk of the Probate Court
48 River St. Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
T(Aug16,23,30,Sept6)

NOTICE TO DEBTORS & CREDITORS

Re: Estate of Henry Wallace Allen
All debtors and creditors of the Estate of Henry Wallace Allen, 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 28th day of August, 2023
Henry Jonathon Allen
916 Mauldin Rd.
Sautee Nacoochee, GA 30546
706-499-5324
T(Sept6,13,20,27)

STATE OF GEORGIA COUNTY OF TOWNS

IN RE: ESTATE OF TOMMY LEO MCNABB, DECEASED

All creditors of the Estate of Tommy Leo McNabb, 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 to me.

This 8th day of August, 2023.

/s/ Robert Edward McNabb
Robert Edward McNabb
Executor of the Estate of Tommy Leo McNabb
/s/ Sherry Lynn McNabb
Sherry Lynn McNabb
Executor of the Estate of Tommy Leo McNabb
Kenneth J. Lewis
Attorneys for Plaintiffs
102 W. Athens Street
Winder, Georgia 30680
770-867-7446
megan@lewislawwins.com
T(Aug16,23,30,Sept6)

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 Shirley Tressa Ditmore and Mark Thomas Ditmore to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Advanced Financial Services, Inc., dated February 18, 2005, and recorded in Deed Book 328, Page 524, Towns County, Georgia records, as last transferred to U.S. Bank National Association, not in its individual capacity but solely as indenture trustee, for the holders of the CIM Trust 2021-R1, Mortgage-Backed Notes, Series 2021-R1 by corrected Assignment recorded in Deed Book 708, Page 713, Towns County, Georgia records, conveying the after-described property to secure a Note of even date in the original principal amount of \$110,000.00, 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 Courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in October, 2023, to wit: October 3, 2023, the following described property:

All that tract or parcel of land lying and being in Land Lot 23, 17th District, 1st Section, Towns County, Georgia containing 2.34 acres as shown on a plat of survey by Blairsville Surveying Co. dated March 5, 2001 and recorded in Plat Book 27, Page 114, Towns County Records, which description on said plat is incorporated herein by reference.

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. 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 Deed to Secure Debt and by law, including attorney's fees (notice of intent to collect attorney's fees having been given).

Said property is commonly known as 2401 Lakeview Drive, Young Harris, GA 30582, 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): Shirley Tressa Ditmore, as to life estate, and Mark Thomas Ditmore, as remainderman or tenant or 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; (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 O.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:
Select Portfolio Servicing, Inc.
Attention: Loss Mitigation Department
3217 S. Decker Lake Drive
Salt Lake City, Utah 84119
1-888-818-6032

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 secured creditor under the power of sale granted in the aforementioned security instrument, specifically being

U.S. Bank National Association, not in its individual capacity but solely as indenture trustee, for the holders of the CIM Trust 2021-R1, Mortgage-Backed Notes, Series 2021-R1 as attorney in fact for

Shirley Tressa Ditmore and Mark Thomas Ditmore
Richard B. Maner, P.C.
180 Interstate N Parkway, Suite 200
Atlanta, GA 30339
404.252.6385

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

FC22-253

T(Sept6,13,20,27)

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

By virtue of a Power of Sale contained in that certain Security Deed from R. MICHAEL SCHOMAKER AKA MICHAEL SHOMAKER and LOIS JEAN SCHOMAKER AKA LOIS SHOMAKER to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR NATIONSTAR MORTGAGE LLC, dated April 21, 2015, recorded May 6, 2015, in Deed Book 565, Page 1, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Fifty-Nine Thousand Four Hundred and 00/100 dollars (\$59,400.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to Nationstar Mortgage LLC, there will be sold 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, 2023, all property described in said Security Deed including but not limited to the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 162 of the 18th District, 1st Section, Towns County, Georgia, being 1.29 acres described as follows: To find the true point of beginning, start at the common corner of Land Lots 144, 143, 161 and 162 at a red painted rock, said point also being the northwest corner of Land Lot 162; proceed thence south 32 degrees 13 minutes 57 seconds east a distance of 1995.88 feet to a one-half inch rebar set; said point being the true point of beginning; thence south 79 degrees 54 minutes 39 seconds east a distance of 104.91 feet to a point; thence south 85 degrees 34 minutes 33 seconds east 52.25 feet to a point; thence south 88 degrees 46 minutes 59 seconds east 60.16 feet to an axle set; thence run south 22 degrees 48 minutes 01 seconds east a distance of 183.48 feet to a one-quarter inch rebar; thence south 81 degrees 02 minutes 14 seconds west 102.07 feet to a point; thence south 80 degrees 57 minutes 41 seconds west 236.46 feet to a car axle; thence north 10 degrees 59 minutes 06 seconds east 250.43 feet to a one-half inch rebar set, said point being the true point of beginning.

Said legal description being controlling, however the property is more commonly known as 3461 JORDAN ROAD, HIWASSEE, GA 30546. The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed. The indebtedness remaining in default, this sale will be made for the purpose of paying the same, all expenses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed.

Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named or the undersigned. The sale will also be subject to the following items which may affect the title: 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; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions; covenants, and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is R. MICHAEL SCHOMAKER AKA MICHAEL SHOMAKER, LOIS JEAN SCHOMAKER AKA LOIS SHOMAKER, JOCK D FENDER, EVERETT ARROWOOD, or tenants(s).

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

The entity having full authority to negotiate, amend or modify all terms of the loan (although not required by law to do so) is: Nationstar Mortgage LLC, Loss Mitigation Dept., 8950 Cypress Waters Blvd, Coppell, TX 75019, Telephone Number: 888-480-2432/833-685-8589. Nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require a secured creditor to negotiate, amend, or modify the terms of the mortgage instrument.

NATIONSTAR MORTGAGE LLC
as Attorney in Fact for
R. MICHAEL SCHOMAKER AKA MICHAEL SHOMAKER, LOIS JEAN SCHOMAKER AKA LOIS SHOMAKER

THE BELOW LAW FIRM MAY BE HELD TO BE ACTING AS A DEBT COLLECTOR, UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Attorney Contact: Rubin Lublin, LLC, 3145 Avalon Ridge Place, Suite 100, Peachtree Corners, GA 30071

Telephone Number: (877) 813-0992 Case No. NAT-19-05713-6

Ad Run Dates 09/06/2023, 09/13/2023, 09/20/2023, 09/27/2023

rlselaw.com/property-listing

T(Sept6,13,20,27)