

Towns County Herald

Legal Notices for January 1, 2014

NOTICE TO CREDITORS AND DEBTORS

State of Georgia
County of Towns
RE: Estate of Rondal J. Nicholson
All creditors of the estate of Rondal J. Nicholson, deceased 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 16th day of December, 2013.
Larry Nicholson
Personal Representative
1796 Upper Bell Creek Road,
Hiawassee, GA 30546
706-896-4417
T[Dec18,25,Jan1,8]B

NOTICE TO CREDITORS AND DEBTORS

State of Georgia
County of Towns
RE: Estate of William Edward Dyer
All creditors of the estate of William Edward Dyer, deceased 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 18th day of December, 2013.
Susan De Vries
Personal Representative
PO Box 219
Hiawassee, GA 30546
706-781-7265
T[Dec25,Jan1,8,15]B

NOTICE TO CREDITORS AND DEBTORS

State of Georgia
County of Towns
RE: Estate of John Henry Hitchcock
All creditors of the estate of John Henry Hitchcock, deceased 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 17th day of December, 2013.
Brenda Hitchcock
Personal Representative
6322 Little Mountain Road
Hiawassee, GA 30546
706-896-1020
T[Dec25,Jan1,8,15]B

IN THE PROBATE COURT

COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Wallace M. Buchanan, DECEASED
ESTATE NO. 2013-90
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
TO: All known and unknown interested parties
Mary Marcus has petitioned to be appointed Administrator of the estate of Wallace M. Buchanan 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 January 13, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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/Deputy Clerk of the Probate Court
48 River St., Suite C
Hiawassee, GA 30546
706-896-3467
Telephone Number
T[Dec18,25,Jan1,8]B

IN THE PROBATE COURT

COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Clayton Ernest Plummer, DECEASED
ESTATE NO. 2013-89
NOTICE OF PETITION
TO FILE FOR YEAR'S SUPPORT
The petition of Susan Esposito Plummer, for a year's support from the estate of Clayton Ernest Plummer, 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 January 20, 2014, 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 pleadings/objections must be signed before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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.
48 River St., Suite C
Hiawassee, GA 30546
Address
706-896-3467
Telephone Number
David Rogers
Judge of the Probate Court
By: Kerry L. Berrong
Clerk/Deputy Clerk of the Probate Court
T[Dec25,Jan1,8,15]B

IN THE PROBATE COURT

COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Terrance Lee Profilio, DECEASED
ESTATE NO. 2013-85
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
TO: Christopher Lee Profilio and all known and unknown interested parties
Betty J. Sprinkles has petitioned to be appointed Administrator of the estate of Terrance Lee Profilio 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 January 13, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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/Deputy Clerk of the Probate Court
48 River St., Suite C
Address
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706-896-3467
Telephone Number
T[Dec18,25,Jan1,8]B

IN THE PROBATE COURT

COUNTY OF TOWNS
STATE OF GEORGIA
IN RE: ESTATE OF
Virgil Junior Dockery, DECEASED
ESTATE NO. 2013-84
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE
TO: All known and unknown interested parties
Tommy Junior Dockery has petitioned to be appointed Administrator of the estate of Virgil Junior Dockery 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 January 13, 2013. All pleadings/objections must be signed under oath before a notary public or before a probate court clerk, and filing fees must be tendered with your pleadings/objections, unless you qualify to file as an indigent party. Contact probate court personnel at the following address/telephone number 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/Deputy Clerk of the Probate Court
48 River St., Suite C
Address
Hiawassee, GA 30546
706-896-3467
Telephone Number
T[Dec18,25,Jan1,8]B

IN THE SUPERIOR COURT

OF TOWNS COUNTY
STATE OF GEORGIA
DOROTHY JAN BURKHART
VS.
RONALD-FRANCIS CROTEAU,
INDIVIDUALLY and AS EXECUTOR,
CO-TRUSTEE and ATTORNEY-IN-FACT
OF THE FOREVER LIVING TRUST Lt.
DEFENDANT
CIVIL ACTION NO. 13-CV-283-SG
NOTICE OF PUBLICATION
By Order for service by publication dated the 3rd day of December, 2013, you are hereby notified that on the 7th day of November, 2013, DOROTHY JAN BURKHART filed suit against you for declaratory relief and damages.
You are required to file with the Clerk of the Superior Court, and to serve upon Plaintiff's attorney, Lawrence S. Sorgen, P.O. Box 67, Hiawassee, GA 30546, an Answer in writing within sixty (60) days of the date of the order for publication.
WITNESS, the Honorable N. Stanley Gunter, Judge of this Superior Court.
This the 3rd day of December, 2013.
Cecil Dye,
CLERK, SUPERIOR COURT
FOR: Honorable N. Stanley Gunter, Judge
T[Dec11,18,25,Jan1]B

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY
Because of default in the payment of the indebtedness, secured by a Security Deed executed by Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, Towns County, Georgia Records; as last transferred to Nationstar Mortgage LLC by assignment; the undersigned, Nationstar Mortgage LLC pursuant to said deed and the 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 in January, 2014, during the legal hours of sale, at the Courthouse door in Towns 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 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997, recorded in Plat Book 21 Page 272 Towns County Records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A attached to the Warranty Deed recorded at Deed Book 176, Page 772. The property is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County Records.
which has the property address of 6097 Mill Road, Young Harris, Georgia, together with all fixtures and other personal property conveyed by said deed.
The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, restrictive covenants or restrictions, liens, and other superior matters of record which may affect said property.
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.
Notice has been given of intention to collect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby secured in accordance with O.C.G.A. Section 44-14-162.2(a).
To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Mick C. Youngblood or tenant or tenants and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.
Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Nationstar Mortgage, LLC 2501 S State Hwy 121, Bldg. 1 Lewisville, TX 75067 Phone Number: (888) 850-9398, ext. 3705. The foregoing notwithstanding, nothing in O.C.G.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.
Nationstar Mortgage LLC
Attorney in Fact for
Mick C. Youngblood
McCurdy & Candler, L.L.C.
(404) 373-1612
www.mccurdycandler.com
Towns County Herald
Publication Dates:12-11-2013, 12-18-2013, 12-25-2013, 01-01-2014
File No. 11-06544 /CONW/kggrant
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
T[Dec11,18,25,Jan1]B

STATE OF GEORGIA

COUNTY OF TOWNS
NOTICE OF SALE UNDER POWER
IN DEED TO SECURE DEBT
Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Carla Renee Bursey and George Theodore Parker to Mortgage Electronic Registration Systems, Inc. as nominee for U.S. Bank N.A. in the original principal amount of \$125,600.00 dated 03/04/2011, and recorded in Deed Book 491, page 453, Towns County records, said Security Deed being last transferred and assigned to U.S. Bank National Association in Deed Book 539, page 538, Towns County records, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of January, 2014 by U.S. Bank National Association aka U.S. Bank N.A., as Attorney-in-Fact for Carla Renee Bursey and George Theodore Parker the following described property:
All that tract or parcel of land lying and being in Land Lot 151, 18th District, 1st Section, Towns County, Georgia, containing 0.75 acre and being shown on a plat of survey by Tim Cable R. S. dated July 12, 1996 recorded in Plat Book 19, Page 116 Towns County Records, which description on said plat is incorporated herein by reference. Property known as: 453 Bursey Rd., Hiawassee, GA 30546
The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).
The property will be sold as the property of Carla Renee Bursey and George Theodore Parker subject to the following:
(1) all prior restrictive covenants, easements, rights-of-way or encumbrances;
(2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.
U.S. Bank National Association aka U.S. Bank N.A. holds the Note and referenced Security Deed and services the loan on behalf of Federal National Mortgage Association, the current owner of your loan. Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has the full authority to negotiate, amend, or modify the terms of the aforementioned indebtedness is:
U.S. Bank National Association
4801 Frederica Street
Owensboro, KY 42301
PH: 800-365-7772
Pursuant to O.C.G.A. Section 44-14-162.2, nothing contained in this Notice of Sale shall obligate any entity to negotiate, amend, or modify said indebtedness.
To the best of the undersigned's knowledge and belief, the party in possession is Carla Renee Bursey and George Theodore Parker. U.S. Bank National Association aka U.S. Bank N.A., as Attorney-in-fact for Carla Renee Bursey and George Theodore Parker.
This law firm is acting as a debt collector attempting to collect a debt, any information obtained will be used for that purpose.
Perkergast & Associates, P.C.
115 Perimeter Center Place
South Terraces, Suite 1000
Atlanta, GA 30346
Phone - 770-392-0398
Toll Free - 866-999-7088
www.penderlaw.com
Our File No. 13-03439-1
T[Dec11,18,25,Jan1]B

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 the Deed to Secure Debt from William Joseph Parker to Bank of Hiawassee, dated March 7, 2006, and recorded in Deed Book 364, Page 387, in the offices of the Clerk of the Superior Court of Towns County, Georgia; as last modified by that certain Modification Agreement Memorandum dated February 6, 2012 and recorded in Deed Book 507, Page 795, aforesaid records; as assigned to Citizens South Bank by that certain Master Assignment recorded in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bidder for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in January, 2014, the following described real property, to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23, DISTRICT 19, SECTION 1, TOWNS COUNTY, GEORGIA AND BEING 1.500 ACRES MORE OR LESS AS MORE FULLY SHOWN ON PLAT OF SURVEY FOR TRINITY BUILDERS, INC., PREPARED BY TONY G. KIRBY, REGISTERED SURVEYOR, DATED SEPTEMBER 19, 2005 AND RECORDED IN PLAT BOOK 35, PAGE 257, OF THE TOWNS COUNTY, GEORGIA RECORDS. WHICH SURVEY IS INCORPORATED HEREIN BY REFERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.
THE ABOVE DESCRIBED PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A FIFTY (50') FOOT RIGHT OF WAY FROM UNDERWOOD ROAD FOR INGRESS, EGRESS, UTILITIES, AND WATER LINES AS SHOWN IN EASEMENT AND RIGHT OF WAY DEED RECORDED IN DEED BOOK 334, PAGE 532-533 AND AS SHOWN ON ABOVE REFERENCED SURVEY.
KNOWN AS: 1672 UNDERWOOD ROAD, HIWASSEE, GEORGIA 30546
The debt secured by the Security Deed is evidenced by Renewal Note dated December 23, 2008 from William Joseph Parker to Bank of Hiawassee, as last modified by that certain agreement between Borrower and Citizens South Bank, dated February 6, 2012 in the original principal amount of \$260,876.24 (as same may have been further modified, renewed or amended, collectively 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 Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.
The above-described real property will be sold to the highest and best bidder for cash as the property of William Joseph Parker, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all outstanding ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.
To the best of the undersigned's knowledge and belief, the real property is presently owned by William Joseph Parker.
To the best of the undersigned's knowledge and belief, the party in possession of the real property is William Joseph Parker, and tenants holding under him.
Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for William Joseph Parker.
M. Todd Westfall, Esquire
Howick Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 384-7005
T[Dec11,18,25,Jan1]B

NOTICE OF SALE UNDER POWER,

TOWNS COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Nellie Norville and John Norville to Beneficial Mortgage Co. of Georgia dated 9/20/2007 and recorded in Deed Book 417 Page 760, TOWNS County, Georgia records; as last transferred to or acquired by Beneficial Financial I Inc. sbm to Beneficial Mortgage Co. of Georgia, conveying the after-described property to secure a Note in the original principal amount of \$ 146,471.20, 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 January 07, 2014 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property:
All that tract or parcel of land lying and being in Land Lot 8, 18th District, 1st Section, Towns County, Georgia containing 1.02 acres, more or less, and being more particularly shown and described as Tract (A) on plat of survey by Roddy D. McDonald, R.L.S., dated June 21, 1993, revised November 15, 1994, and recorded in Plat Book 20, Page 86, Towns County, Georgia records. Reference is made to said plat of survey for a complete and accurate description of the property conveyed herein.
TAX MAP OR PARCEL ID NO. 41D-34
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 attorney's fees (notice of intent to collect attorney's fees having been given).
Said property is commonly known as 2370 Upper Bell Road, Hiawassee, GA 30546 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Nellie Norville and John Norville or tenant or tenants.
HSBC Mortgage Services, Inc. is the entity or individual designated who shall have full authority to negotiate, amend and modify all terms of the mortgage.
HSBC Mortgage Services, Inc.
PO Box 9068
Brandon, FL 33509-9068
800-395-3489
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 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 taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.
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 non-judicial 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 immediately above.
Beneficial Financial I Inc. sbm to Beneficial Mortgage Co. of Georgia as agent and Attorney in Fact for Nellie Norville and John Norville
Aldridge Connors, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400.
1021-686664A
THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. 1021-686664A
T[Dec11,18,25,Jan1]B