

Towns County Herald

Legal Notices for June 12, 2013

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of William F. Rogers
All creditors of the estate of William F. Rogers, 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 6th day of May, 2013.
John E. Rogers,
Person Representative
3404 White Oak St.
Highlands Ranch, CO 80129
303-748-1165
TJJun5,12,19,26Jun5,12/8

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Arthur Francis Kiser, Jr.
All creditors of the estate of Arthur Francis Kiser, Jr., 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 3rd day of June, 2013.
Ernestine Perry Kiser,
Person Representative
300 Prime Pointe, Suite 100
Peartree City, GA 30269
770-487-4775
TJJun5,12,19,26Jun5,12/8

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Raymond H. Caruthers, Jr.
All creditors of the estate of Raymond H. Caruthers, Jr., 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 20th day of May, 2013.
Russell M. Stookey, Attorney at Law
Person Representative
PO Box 310
Highway 63, Suite 6
Gainesville, GA 30546
706-896-2241
TJJun12,19,26,Jun5,12/8

NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF TOWNS
RE: Estate of Eunice Mae Carter Powell
All creditors of the estate of Eunice Mae Carter Powell, 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 20th day of May, 2013.
Cary D. Cox, Attorney at Law
Person Representative
PO Box 7480
Blairsville, GA 30514
706-896-2241
TJJun12,19,26,Jun5,12/8

NOTICE
(For Discharge from Office and No Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF Earl C. Hunter and Steve G. Hunter FOR DISCHARGE AS Executors OF THE ESTATE OF Leota Hunter Hamilton, DECEASED. Suite C
To and to whom it may concern:
This is to notify you to file objection, if there is any, to the above referenced petition, in this Court on or before June 24, 2013.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. 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 the 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 will be granted without a hearing.
David Rogers
PROBATE JUDGE
By: Kerry L. Berrong
PROBATE CLERK/DEPUTY CLERK
48 River Street, Suite C
Hiawassee, GA 30546
ADDRESS
706-896-3467
TELEPHONE NUMBER
706-745-7420
TJJun5,12,19,26Jun5,12/8

NOTICE OF SEIZURE OF PERSONAL PROPERTY VALUED AT LESS THAN \$25,000.00
Pursuant to O.C.G.A. §16-16-2, any party claiming an interest in the following property is hereby notified that on the 5th day of April, 2013, the undersigned agency in Cherokee County, North Carolina. Property Seized:
2012 Diamond Plate Trailer
Gray in Color
VIN #: 53NBE1213C10055167
G.A. Tag #: TL71227
Size: 15' x 5', Single Axle Cargo Trailer
Size: 6' x 12'
Conduct giving rise to said seizure: On April 5, 2013, the above-referenced property was located at 1910 Creekestone Lane, Young Harris, Towns County, Georgia. Items taken during the burglary were put into the aforementioned trailer and said trailer was used to transport the stolen items to 10 Blueberry Lane, Murphy, Cherokee County, North Carolina. Thereafter, the aforementioned trailer was used to store the stolen items at the above-referenced address. In addition, property stolen during the burglary was recovered from within the trailer. Said property was found to have been in the possession of Terry D. Williams. Terry D. Williams advised the subject trailer in the commission of burglary was stolen from the above-referenced Towns County address.
The owner of said property is purported to be:
Terry D. Williams
4673 Sherman Allen Road
Gainesville, Georgia 30507
Any party claiming an interest in said property is hereby further notified that you must file any claim in accordance with §16-16-2(d) within 30 days of the second publication of this Notice of Seizure by serving said agency and the District Attorney by certified mail, return receipt requested.
This 6th day of June, 2013
Jeff Langley
District Attorney
Enotah Judicial Circuit
BY: Buck Levins
Assistant District Attorney
48 River Street, Suite A
Hiawassee, Georgia 30546
706-896-6489
SEIZING AGENCY:
Deputy Marc Burnette
Towns County Sheriff's Office
4070 State Highway 339
Young Harris, Georgia 30582
706-896-4444
TJJun12,19/8

LEGAL NOTICE
Upcoming Appointments of the Towns County Board of Equalization
In accordance with Georgia law (O.C.G.A. 45-5-311) The Towns County Grand Jury is required to appoint a Member and alternate member of Towns County Board of Equalization each fall term of court known as the July Term of Superior Court of Towns County. Any resident of Towns County having the following qualifications and interested in serving on said board may nominate themselves for appointment by filling out a nomination form in the Clerk of Superior Court Office located at 48 River Street Suite E. Hiawassee, Georgia.
Qualifications
(1) Each person who is, in the judgment of the appointing grand jury, qualified and competent to serve as a grand juror, who is the owner of real property, and who is at least a high school graduate shall be qualified, competent, and compelling to serve as a member or alternate member of the board. No member of the governing authority of a county, municipality, or consolidated government; member of a county or independent board of education; member of the county board of tax assessors; employee of the county board of tax assessors; or county tax appraiser shall be competent to serve as a member or alternate member of the board of equalization.
(2) Within the first year after a member's initial appointment to the board of equalization, each member shall satisfactorily complete not less than 40 hours of instruction in appraisal and equalization processes and procedures, as prepared and required by the commissioner. The failure of any member to fulfill the requirements of this Subparagraph shall render that member ineligible to serve on the board; and the vacancy created thereby shall be filled in the same manner as other vacancies on the board are filled.
(3) No person shall be eligible to hear an appeal as a member of a board of equalization unless, prior to hearing such appeal, that person shall satisfactorily complete the 40 hours of instruction in appraisal and equalization processes and procedures required by law. Any person appointed to such board shall be required to complete annually a continuing education requirement of at least eight hours of instruction in appraisal and equalization procedures, as prepared and required by the commissioner. The failure of any member to fulfill the requirements of this Subparagraph shall render that member ineligible to serve on the board; and the vacancy created thereby shall be filled in the same manner as other vacancies on the board are filled.
Term of Office
Members and alternate members of the Board of Equalization serve a three-year term of office. The term of office of persons by the same manner as other vacancies on the term of office described herein shall begin on January 1, 2014 and end on December 31, 2017 .
TJJun5,12,19,26,Jun5,12/8

NOTICE OF SALE UNDER POWER
STATE OF GEORGIA
COUNTY OF TOWNS
Because of a default in the payment of the principal amount of \$175,500.00, the holder thereof pursuant to a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.61, payable, principal and interest from the date thereof shown on said Note on the unpaid balance of the above described property along with Default has occurred in the payment of the debt evidenced by the Note and secured by the Security Deed referenced above. The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.
James M. McCarter, Jr. and Tonya C. McCarter
By: 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
Hulse, Oliver & Mahar, LLP
P.O. Box 1457
Gainesville, GA 30503
770-532-6312
ASU/mem/9681/W/151623
TJJun5,12,19,26Jun5,12/8

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 ("Security Deed") executed by James M. McCarter and Tonya C. McCarter in favor of Community Bank and Trust dated April 2009, recorded at Deed Book 453, Pages 495-500 of the Towns County Deed Records, and assigned pursuant to that Transfer and Assignment of Deed to Secure Debt from FDIC, in its capacity as Receiver for Community Bank & Trust, N.A. d/b/a CBT, a Division of SCBT, N.A., dated January 24, 2011, recorded at Deed Book 489, Pages 41-48 of the aforesaid records, modified [DATE], recorded at Deed Book [NUMBER], page [NUMBER] 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, Georgia, during the legal hours of sale, on the first Tuesday in July, that being July 2, 2013, the following described property:
Tract A
All that tract or parcel of land lying and being in District 17, Section 1, Land Lot 35, Towns County, Georgia, and being shown as Tract 2, containing 1,511 acres, more or less, on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kotz, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, Page 55, in the Office of the Clerk of the Superior Court of Towns County, GA, said plat being incorporated by reference hereto. The tract also conveyed is a perpetual, non-exclusive twenty (20') foot in width road easement (to run over, across, through, and under said easement) for the purpose of ingress and egress to and from the Tract two (2) and Hogged Road and for the purpose of placing utilities within said twenty (20') foot utility easement as shown on plat of survey, the road/utility easement referenced above shall be binding on the party of the first part and party of the second part, their successors in title, heirs and assigns. Subject to that easement to Russell Mashburn as recorded in Deed Book 366, page 515 of Towns County, GA records.
Tract B
All that tract or parcel of land situate, lying and being in Section 1, District 17, Land Lot 35, Towns County, Georgia, containing 1,507 acres, more or less, and being shown as Tract One (1) on a plat of survey entitled "Survey for Willis Garrett & Russell Mashburn" by Northstar Land Surveying, Inc., W. Gary Kotz, Registered Surveyor, dated October 27, 2001, as revised March 7, 2003 and recorded in Plat Book 30, page 55 in the Office of the Clerk of the Superior Court of Towns County, Georgia, said plat being incorporated by reference hereto. The tract also conveyed herewith is a non-exclusive perpetual easement for ingress and egress and utilities (to run over, across, through, and under) said easement from Hogged Road to and from the Tract two (2) and the twenty (20') foot road easement area as shown on the above referenced plat until said road easement reaches Tract 2, and then across Tract 2 to a more fully described in that certain Deed of Easement between Timothy J. Swartz and Rhonda L. Swartz (parties of the first part) and Russell Mashburn (party of the second part), as recorded in Deed Book 366, page 515, Towns County, Georgia Records. The Road/Utility Easement referenced above shall be binding on the part of the first part and party of the second part, their successors in title, heirs and assigns. Property conveyed subject to all matters as shown on the above referenced plat of survey.
The debt secured by said Security Deed is evidenced by a promissory note (the "Note"), dated May 17, 2011, in the original principal amount of \$78,532.61, payable, principal and interest from the date thereof shown on said Note on the unpaid balance of the above described property along with 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 due and the Security Deed forecloseable according to its terms.
The debt remaining in default, the property will be sold to the highest bidder for cash as the property of James M. McCarter, Jr. and Tonya C. McCarter, 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 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 James M. McCarter, Jr. and Tonya C. McCarter and will be sold as the property of James M. McCarter, Jr. and Tonya C. McCarter.
The undersigned will execute a deed to the purchaser as authorized in the aforementioned Security Deed.
James M. McCarter, Jr. and Tonya C. McCarter
By: 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
Hulse, Oliver & Mahar, LLP
P.O. Box 1457
Gainesville, GA 30503
770-532-6312
ASU/mem/9681/W/151623
TJJun5,12,19,26Jun5,12/8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
By virtue of a Power of Sale contained in that certain Security Deed from LESTER E PATRICK AND RITA M PATRICK TO FIRST FIDELITY ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE BANK & LENDING, INC. A OHIO CORPORATION, dated February 13, 2010, recorded March 8, 2010, in Deed Book 470, Page 755-783, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Sixty-Three Thousand One Hundred Twenty-Five and 00/100 dollars (\$263,125.00), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., secured creditor, there will be sold 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 July, 2013, all property described in said Security Deed including but not limited to the following described property:
THE LAND REFERRED TO HEREIN BELOW IS SITUATE IN THE COUNTY OF TOWNS, GEORGIA, AND IS DESCRIBED AS FOLLOWS: ALL THAT TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 1, DISTRICT 18, LAND LOTS 297 AND 310, TOWNS COUNTY, GEORGIA, AND BEING MORE FULLY SHOWN ON SURVEY FOR VALLEY VIEW ESTATES, PREPARED BY NORTHSTAR LAND SURVEYING, INC., REGISTERED SURVEY DATED JULY 1, 2002, REVISED SEPTEMBER 26, 2002 AND RECORDED IN PLAT BOOK 30 PAGE 70 OF THE TOWNS COUNTY RECORDS WHICH SURVEY IS INCORPORATED HEREIN BY REFERENCE TO SAID COMPLETE DESCRIPTION OF SAID PROPERTY.
THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO THE DRIVEWAY EASEMENT AND RIGHT OF DEED MAULDIN CIRCLE AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO THE RESTRICTIVE COVENANTS FOR VALLEY VIEW ESTATES AS RECORDED IN DEED BOOK 279 PAGES 176-177 OF TOWNS COUNTY RECORDS AND SUBJECT TO PROVISIONS AS SHOWN ON SAID REFERENCED SURVEY.
THE PROPERTY IS CONVEYED SUBJECT TO THE BLUE RIDGE MOUNTAIN EMC AS RECORDED IN DEED BOOK 252, PAGE 219 AND DEED BOOK 252, PAGE 217 OF THE TOWNS COUNTY RECORDS.
COMMONLY KNOWN AS 5794 MAULDIN CIRCLE, GEORGIA AND IS DESCRIBED AS FOLLOWS: BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED.
BEING KNOWN AS PARCEL NUMBER 62112. Said legal description being controlling. THE PROPERTY IS MORE COMMONLY KNOWN AS 5794 MAULDIN CIRCLE, HIWASSEE, GA 30546.
The indebtedness secured by said Security Deed has been and is hereby declared due because of a default in the payment of said Security Deed and Note, including but not limited to the nonpayment of the indebtedness as when due. 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 and Note. Said property will be sold on an "as-is" basis without any representation, warranty or recourse against the above-named creditor 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 which would be disclosed by an accurate survey. To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is LESTER E PATRICK AND RITA M PATRICK, or tenants(s).
The sale will be conducted subject to all terms of the Security Deed and Note. THE ENTIREY CONTACT RUBIN LUBLIN, LLC 3740 DAVINCI COURT, SUITE 150, PEACHTREE CORNERS, GA 30092
Telephone Number: (877) 813-0992
Fax No. 846-12-07488-0003
Ad Run Dates: 06/05/2013, 06/12/2013, 06/19/2013, 06/26/2013
www.rubinflublin.com/property-listings.php
TJJun5,12,19,26Jun5,12/8

NOTICE OF SALE UNDER POWER
GEORGIA, TOWNS COUNTY
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
Under and by virtue of the Power of Sale contained in a Security Deed given by Gregory A Bishop to Mortgage Electronic Registration Systems, Inc. as Records for Branch Banking and Trust Company, it's successor's and assigns, dated April 15, 2011, recorded in Deed Book 493, Page 280, Towns County, Georgia Records, as last transferred to Branch Banking and Trust Company by assignment to be recorded in the Office of the Clerk of Superior Court of Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 0/100 DOLLARS (\$158,867.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, or at such place as may be lawfully designated as an alternative, within the legal hours of sale on the first Tuesday in July, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. 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 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 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, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. Branch Banking and Trust Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Branch Banking & Trust Company, 301 College Street, PWN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Gregory A Bishop or a tenant or tenants and said property is more commonly known as 824 Bent Tree Ln, Young Harris, Georgia 30582. 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. Branch Banking and Trust Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Branch Banking & Trust Company, 301 College Street, PWN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Gregory A Bishop or a tenant or tenants and said property is more commonly known as 824 Bent Tree Ln, Young Harris, Georgia 30582. 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. Branch Banking and Trust Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. 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The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Branch Banking & Trust Company, 301 College Street, PWN #101729, Greenville, SC 29601, 800-827-3722. To the best knowledge and belief of the undersigned, the party in possession of the property is Gregory A Bishop or a tenant or tenants and said property is more commonly known as 824 Bent Tree Ln, Young Harris, Georgia 30582. 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. Branch Banking and Trust Company is the holder of the Note and Security Deed to the property in accordance with OCGA § 44-14-162.2. 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