

Towns County Herald

Legal Notices for December 17, 2014

NOTICE TO DEBTORS AND CREDITORS

State of Georgia
County of Towns
RE: Estate of Mary Frances Griffith
All creditors of Mary Frances Griffith, 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 the 17th day of November, 2014.
Russell M. Stookey, Attorney at Law
Personal Representative
P.O. Box 310
Hiawassee, GA 30546
706-896-2241
T(Nov26,Dec3,10,17)P

NOTICE OF LEGAL STATE OF GEORGIA COUNTY OF TOWNS

The Towns County Water and Sewerage Authority has declared surplus a 1997 Ford F250 7.3 Liter Powerstroke Diesel Truck with mileage of 221,747. Towns County Water will accept sealed bids at the Authority office, 1224 Jack Dayton Circle, Young Harris GA 30582 or by mail P.O. Box 8, Young Harris GA 30582. Bids will be accepted until 4 p.m., December 17, 2014. Late bids will NOT be accepted. Bids will be opened at 4:30 p.m. On December 17th. The truck is being sold AS IS with NO warranty. Acceptance of the bid is final. The truck may be inspected by appointment by calling (706) 896-4372. The Authority reserves the right to reject any and all bids.

T(Nov26,Dec3,10,17)B

NOTICE OF LEGAL STATE OF GEORGIA COUNTY OF TOWNS

The Towns County Water and Sewerage Authority has declared surplus a 2001 Dodge 2500 5.9 liter Cummins Diesel Truck with mileage of 225,719. Towns County Water will accept sealed bids at the Authority office, 1224 Jack Dayton Circle, Young Harris GA 30582 or by mail P.O. Box 8, Young Harris GA 30582. Bids will be accepted until 4 p.m., December 17, 2014. Late bids will NOT be accepted. Bids will be opened at 4:30 p.m. On December 17th. The truck is being sold AS IS with NO warranty. Acceptance of the bid is final. The truck may be inspected by appointment by calling (706) 896-4372. The Authority reserves the right to reject any and all bids.

T(Nov26,Dec3,10,17)B

STATE OF GEORGIA COUNTY OF TOWNS

NOTICE TO DEBTORS AND CREDITORS
RE: ESTATE OF EVELYN ELIZABETH MORRIS
All debtors and creditors of the estate of Evelyn Elizabeth Morris, 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 1st day of December, 2014.
Carol Sue DeMarco, Executor
Address: 1905 NW 78th Avenue
Margate, FL 33063
T(Dec3,10,17,24)B

NOTICE TO DEBTORS AND CREDITORS

State of Georgia
County of Towns
RE: Estate of Mildred Taylor Andrew
All creditors of Mildred Taylor Andrew, 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 the 25 day of November, 2014.
Denise McDonald
Personal Representative
325 Nesbin Ct.,
Kennesaw, GA
770-846-2294
T(Dec3,10,17,24)P

NOTICE TO DEBTORS AND CREDITORS

State of Georgia
County of Towns
RE: Estate of William L. Bryan
All creditors of William L. Bryan, 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 the 1st day of December, 2014.
Faith J. Lanphar
Personal Representative
850 S. Tamiami, Unit #135
Sarasota, FL 34236
571-326-9531
T(Dec10,17,24,31)P

NOTICE TO DEBTORS AND CREDITORS

State of Georgia
County of Towns
RE: Estate of Janet Ann McNeely
All creditors of Janet Ann McNeely, 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 the 15th day of December, 2014.
Annette Fisher
Personal Representative
97 Boxdale Ct.,
Toccoa, GA 30577
706-886-0056
T(Dec17,24,31,Jan7)P

NOTICE

City of Young Harris, Georgia
P.O. Box 122, Young Harris,
Georgia 30582-0122
Sewerage System Improvements
ADVERTISEMENT FOR BIDS
Sealed Bids for the construction of the Sewerage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 2:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of:
Approximately 4,700 linear feet of 8-inch gravity sewer line complete with manholes and other appurtenances as required.
Time of construction is 120 consecutive calendar days.
Proposals for the complete work in one general contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on.

All Bidders must have or be capable of acquiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See Instructions to Bidders, Article 13.09. The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway, Building 400, Atlanta, Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, kbarber@gbtengineers.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engineer, G. Ben Turnipseed Engineers, Inc., in Atlanta and Augusta. Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts:
Specifications \$150.00
Plans \$150.00
Reduced Drawings Available (Extra Set) \$150.00

Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the deposit and the amount refunded represents the cost of reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition. A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders. Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders. The Owner reserves the right to reject any or all bids and to waive informalities. Owner: CITY OF YOUNG HARRIS, GEORGIA
By:
Title:
Date: December 16, 2014
T(Dec17-Jan20)B

NOTICE

City of Young Harris, Georgia
P.O. Box 122, Young Harris,
Georgia 30582-0122
Additions to Existing WPCP
ADVERTISEMENT FOR BIDS
Sealed Bids for the construction of the Sewerage System Improvements, Additions to the Existing Water Pollution Control Plant, April 2014 will be received, by City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582, until 3:00 p.m. local time on Tuesday, January 27, 2015, at which time the Bids received will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days. The Project consists of construction of:
Additions to the existing water pollution control plant to include an influent structure, an aeration basin, a final clarifier, filters, an ultraviolet disinfection system, an effluent pump station, a temperature control system, an aerobic digester, a sludge dewatering building, a standby generator and a chemical feed system, all complete with appurtenances.
Time of construction is 450 consecutive calendar days.
Proposals for the complete work in one general contract shall be made on the proposal form provided and shall contain prices in words and figures for the work bid on.

All Bidders must have or be capable of acquiring a State of Georgia Utility Contractors License prior to bid award. Contractor must employ during construction a state Utility Manager certificate holder who will have oversight of the work. Documentation of these qualifications will be required prior to bid award. See Instructions to Bidders, Article 13.09. The Issuing Office for the Bidding Documents is: G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway, Building 400, Atlanta, Georgia, 30339. Contact person is Kellie Barber, 770-333-0700, kbarber@gbtengineers.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents also may be examined at the office of City of Young Harris, Georgia, at City Hall, 50 Irene Berry Drive, Young Harris, Georgia, 30582; Atlanta Builders Exchange in Atlanta, Georgia and the offices of the Engineer, G. Ben Turnipseed Engineers, Inc., in Atlanta and Augusta. Copies of the plans and specifications may be obtained from G. Ben Turnipseed Engineers, Inc., 2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339 upon receipt of the following amounts:
Specifications \$200.00
Plans \$400.00
Reduced Drawings Available (Extra Set) \$400.00

Upon receipt of all documents in undamaged condition within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded. The difference between the deposit and the amount refunded represents the cost of reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition. A pre-bid conference will not be held. Bid security shall be furnished in accordance with the Instructions to Bidders. Note(s) to User: Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders. The Owner reserves the right to reject any or all bids and to waive informalities. Owner: CITY OF YOUNG HARRIS, GEORGIA
By:
Title:
Date: December 16, 2014
T(Dec17-Jan20)B

NOTICE

(For Discharge from Office and all Liability)
PROBATE COURT OF TOWNS COUNTY
RE: PETITION OF RODNEY DARRELL NICHOLSON FOR DISCHARGE AS ADMINISTRATOR OF THE ESTATE OF CLAUDE RAYMOND NICHOLSON, DECEASED.
TO: Shane Nicholson & All Interested Parties 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 January 12, 2015.
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 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
PROBATE JUDGE
By: Kerry L. Berrong
PROBATE CLERK/DEPUTY CLERK
48 River St. Suite C
Hiawassee, GA 30546
ADDRESS
706-896-3467
TELEPHONE NUMBER
T(Dec17,24,31,Jan7)B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 7 AND 30, 17TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, AND BEING KNOWN AS LOT 6 OF OLD BRASSTOWN ESTATES, CONTAINING 0.996 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY PREPARED BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002, AS RECORDED IN PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION.

THIS PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, TOWNS COUNTY, GEORGIA RECORDS. PROPERTY BEING MORE COMMONLY KNOWN AS: 2111 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582-1658.

The debt secured by the Security Deed is evidenced by a Renewal Note, dated March 19, 2010, from Angela Michelle Rogers to Bank of Hiawassee in the original principal amount of \$57,420.22, as assigned to Citizens South Bank (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 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 Security Deed has been declared forecloseable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, 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 Michelle Cain, aka Angela Michelle Rogers.

To the best of the undersigned's knowledge and belief, the party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 501-7951
T(Dec10,17,24,31)B

THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, TOWNS COUNTY, GEORGIA RECORDS. PROPERTY BEING MORE COMMONLY KNOWN AS: 2111 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582-1658.

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The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, 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 party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall, Esquire
Howick, Westfall, McBryan & Kaplan, LLP
Suite 600, One Tower Creek
3101 Towercreek Parkway
Atlanta, Georgia 30339
(678) 501-7951
T(Dec10,17,24,31)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Robert Panaccione and Patricia Panaccione to Mortgage Electronic Registration Systems, Inc. as nominee for Americas First Home Mortgage Co. dated June 23, 2006, and recorded in Deed Book 375, Page 806, 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 \$145,000.00, 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, January 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 47, 17th District, 1st Section, Towns County, Georgia, containing 1.074 acres, more or less, and being shown as Lot 7 of Ragayle Village Subdivision on a plat of survey prepared by Tamrok Associates, Inc., dated 2/15/01 and recorded in Plat Book 28, Page 41, Towns County, Georgia records, said plat being incorporated herein by reference for a more complete description of said property. Grantor grants to Grantee a non-exclusive perpetual easement for the use of the subdivision roads for ingress and egress to the above described property. Subject to the Declaration of Protective Covenants as recorded in Deed Book 224, Page 708-713 and Deed Book 227, Page 486-491, Towns County, Georgia records. Subject to an easement to Blue Ridge Mountain EMC as recorded in Deed Book 213, Page 564, Towns County, Georgia records. Subject to easements and other matters of survey as shown on the above referenced plat. Subject to an easement and Joint Driveway Agreement as recorded in Deed Book 354, Page 514, towns County, Georgia records and in Nat Book 35, page 152, Towns County, Georgia records. Subject to a right of way deed as recorded in Deed Book T-1, page 250, Towns County, Georgia records.

Said property is known as 1514 Millennium Drive, Young Harris, GA 30582, 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 Robert Panaccione and Patricia Panaccione, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Robert Panaccione and Patricia Panaccione File no. 13-04823
SHAPIRO, SWERTFEGER & HASTY, LLP*
Attorneys and Counselors at Law
2872 Woodcock Blvd., Suite 100
Atlanta, GA 30341-3941
(770) 220-2535/KMM
www.swertfeger.net
*THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
[FC-NOS]
T(Dec10,17,24,31)B

THE PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ABOVE REFERRED TO PLAT OF SURVEY. THE PROPERTY IS CONVEYED SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, TOWNS COUNTY, GEORGIA RECORDS. PROPERTY BEING MORE COMMONLY KNOWN AS: 2111 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582-1658.

The debt secured by the Security Deed is evidenced by a Renewal Note, dated March 19, 2010, from Angela Michelle Rogers to Bank of Hiawassee in the original principal amount of \$57,420.22, as assigned to Citizens South Bank (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 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 Security Deed has been declared forecloseable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Michelle Cain, aka Angela Michelle Rogers, 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 party in possession of the real property is Michelle Cain, aka Angela Michelle Rogers, and tenants holding under her. Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Michelle Cain, aka Angela Michelle Rogers. M. Todd Westfall, Esquire
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