

# Towns County Herald

## Legal Notices for November 1, 2017

**STATE OF GEORGIA  
COUNTY OF TOWNS  
NOTICE TO CREDITORS**  
RE: Estate of Geraldine H. Rodriguez  
All creditors of the Estate of Geraldine H. Rodriguez, 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 the 3rd day of October, 2017.

William Drane Rodriguez

Personal Representative

134 Berry Creek Drive

Fiat Rock, NC 28737

828-694-1622 / 619-208-7371

T(Oct11,18,25,Nov1)B

**STATE OF GEORGIA  
COUNTY OF TOWNS  
NOTICE TO CREDITORS**  
RE: Estate of Helen Taylor  
All creditors of the Estate of Helen Taylor, 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 the 28th day of September, 2017.

Jerry A. Taylor

Personal Representative

PO Box 101

Young Harris, GA 30582

706-994-0218

T(Oct11,18,25,Nov1)B

**NOTICE TO DEBTORS AND CREDITORS**  
TO: All Creditors of Betty G. Dayton, late of Towns County, Georgia:  
On behalf of Betty G. Dayton, 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 Betty G. Dayton.

Betty G. Dayton

c/o Morris Dayton

J. Kevin Tharpe, Attorney

301 Dayton Drive

Hiawassee, GA 30046

T(Oct18,25,Nov1,8)P

**IN THE PROBATE COURT OF TOWNS COUNTY  
STATE OF GEORGIA  
IN RE: ESTATE OF  
PLATO DALLAS PARKER, DECEASED  
ESTATE NO. 2017-73  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE**

TO: All interested parties and to whom it may concern:

Judy G. Patterson has petitioned to be appointed Administrator of the estate of Plato Dallas Parker 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 November 6, 2017.

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: Kerry L. Berrong

Clerk of the Probate Court

48 River St., Suite C

Hiawassee, GA 30546

Address

706-896-3467

Telephone Number

T(Oct11,18,25,Nov1)B

**IN THE SUPERIOR COURT OF TOWNS COUNTY  
STATE OF GEORGIA**

In Re: the name change of:

Eunice Rae Giarritta, Petitioner

CIVIL ACTION FILE # 17-CV-162-SG

NOTICE OF PUBLICATION

You are hereby notified that on the 19th day of October, 2017, Eunice Rae Giarritta, filed a petition to Change Name in the Superior Court of Towns County. Eunice Rae Giarritta desires to change his/her name from Eunice Rae Giarritta to Eunice Rae Dacre. Any interested party has the right to appear in this case and file objections within 30 days after the Petition to Change Name was filed.

Signed this 19th day of October 2017

Cecil Dye, Clerk of Superior Court, Towns County

Eunice Rae Giarritta, Petitioner, Pro-Se

Address: 1162 Old Chicken Farm Road

Young Harris, GA 30582

T(Oct25,Nov1)P

**NOTICE OF SEIZURE OF PERSONAL PROPERTY  
VALUED AT LESS THAN \$25,000**

Pursuant to O.C.G.A. 9-16-11(a)

TAKE NOTICE that on or about Thursday, August 17th, 2017, law enforcement officers of the Hiawassee Police Department, working in conjunction with the Office of the Sheriff of Towns County, seized a certain White in Color, 2011 Volvo s40, bearing VIN Number: YV1672MS3B2539940 and North Carolina License and Registration Tag No. EL05943, Towns, Georgia.

Pursuant to O.C.G.A. Section 16-16-2, this is to provide Notice that the seized property was directly or indirectly used or intended for use to facilitate the commission of or the attempted violation of the Offense of Burglary in the 2nd Degree, a felony violation of O.C.G.A. Section 16-7-1, which occurred at the Hiawassee Antique Mall, located at 518 North Main, Street, #2, in Hiawassee, Towns County, Georgia on or about August 17th, 2017.

FURTHER TAKE NOTICE

The purported owner[s] or claimant[s] of said property is said to be:

Nathan Brice Garrett

319 Scenic Road

Warne, NC 28909

C/O Towns County Sheriff's L.D.C.

4070A State Highway 339

Young Harris, GA 30582

AND FURTHER TAKE NOTICE that the owner or interest holder, or any other individual holding a claim to said property, may file a claim to the seized property within thirty (30) days after service by sending the claim to the District Attorney for the Enotah Judicial Circuit, 65 Courthouse Street, Box 6, Blairsville, GA 30512 by certified mail or statutory overnight delivery, return receipt requested. The claim must be signed by the owner or interest holder and provide the following: 1) The name of the claimant; 2) The address at which the claimant resides; 3) A description of the claimant's interest in the property; 4) A description of the circumstances of the claimant's obtaining an interest in the property and, to the best of the claimant's knowledge, the date the claimant obtained the interest and the name of the person or entity that transferred the interest to the claimant; 5) The nature of the relationship between the claimant and the person who possessed the property at the time of the seizure; 6) A copy of any documentation in the claimant's possession supporting his or her claim; and 7) Any additional facts supporting his or her claim.

This 18th day of October, 2017

Jeff Langley

District Attorney

Enotah Judicial Circuit

BY: Buck Levins

Assistant District Attorney

48 River Street, Suite A

Hiawassee, GA 30546

(706) 896-6489

Towns County Sheriff's L.D.C.

4070A State Highway 339

Young Harris, GA 30582

SEIZING AGENCY:

(10/25; 11/01; 11/08)

T(Oct25,Nov1,8)B

**NOTICE TO DEBTORS AND CREDITORS**

RE: Estate of Betty Phillips Born

All creditors of the estate of Betty Phillips Born, 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 27th day of October, 2017

Amy Simonton

78 Warrior Way

Sharpsburg, GA 30277

404-918-1142

T(Nov1,8,15,22)P

**NOTICE ARTICLES OF INCORPORATION**

Notice is given that Articles of Incorporation that will incorporate Denton Contracting, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Corporation Code. The initial registered office of the corporation is located at 231 Chatuge Way, Hiawassee, Georgia 30546 and its initial registered agent at such address is Stephanie W. McConnell.

T(Nov1,8,15,22)P

**NOTICE TO DEBTORS AND CREDITORS**

RE: Estate of Betty Phillips Born  
All creditors of the estate of Betty Phillips Born, 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 27th day of October, 2017

Amy Simonton

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T(Nov1,8,15,22)P

**STATE OF GEORGIA**

**COUNTY OF TOWNS**

**IN RE: ESTATE OF JAMES DOUGLAS BARRETT,  
DECEASED**

**NOTICE TO CREDITORS**

All creditors of the Estate of James Douglas Barrett, 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 me.

This the 19th day of October, 2017.

David E. Barrett, Attorney for

Larry Barrett, Administrator of

James Douglas Barrett, deceased

T(Nov1,8,15,22)B

**STATE OF GEORGIA**

**COUNTY OF TOWNS**

**NOTICE OF SALE UNDER POWER**

By virtue of the Power of Sale contained in that certain Georgia Security Deed Security Agreement and Fixture Filing from MM Cunningham [Cunningham], LLC ("Grantor") to Renasant Bank ("Grantee") dated August 4, 2015, and recorded in Deed Book 575, Page 637, in the offices of the Clerk of the Superior Court of Towns County, Georgia (the "Security Deed"), conveying the after-described property to secure a Promissory Note in the principal amount of Three Hundred Thirty Five Thousand Five Hundred and No/100 (\$335,500.00) Dollars, with interest thereon as set forth therein (the "Note"), the undersigned, pursuant to said Security Deed has declared the entire amount of said indebtedness due and payable because of default. Further, pursuant to that Power of Sale, the undersigned will, on the first Tuesday in November, 2017 during the legal hours of sale before the courthouse door in Towns County, Georgia, sell at public outcry to the highest bidder, for cash, the following property described in said Security Deed, to wit:

All that tract or parcel of land lying and being in Land 112 of the 18th District, 1st Section of Towns County, Georgia, containing 0.24 acres and being shown as a 0.11 acre tract and a 0.13 acre tract on a plat of survey done by Tamrok Engineering, Inc., dated July 7, 1989, and filed and recorded in Plat Book 13, Page 183, Records of Towns County, Georgia. Said plat being incorporated herein by reference hereto.

The above property is all the property contained in a Warranty Deed to Steve Giles and Charlotte Ledford from Brent Acree recorded in Deed Book 91, Page 599, Records of Towns County, Georgia (hereinafter referred to as the "Land").

Together with (paragraphs indicated in Exhibit B attached to the Deed) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, real property, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature now or hereafter located on or upon, or intended to be used in connection with, the Land or the improvements thereon, including, but not by way of limitation, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators and related machinery and equipment; all plumbing; and all personal property and fixtures of every kind and character now or at any time hereafter located in or upon the Land or the improvements thereon, or which may now or hereafter be used or obtained in connection therewith, including, without limitation, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, contract rights, chattels, all general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor (Grantor) and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land or any improvements thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Debtor (Grantor) in any such fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor (Grantor) or on behalf of Debtor (Grantor), all trade names, trademarks, service marks, logos, patents and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land or any improvements thereon or any part thereof or are now or hereafter acquired by Debtor (Grantor); and all accounts, chattel paper, contract rights, documents, equipment, fixtures and general intangibles constituting proceeds acquired with cash proceeds of any of the property described herein, and all other interests of every kind and character in all of the real, personal, intangible and mixed properties described herein which Debtor (Grantor) may now own or at any time hereafter acquire, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Land as between the parties hereto and all persons claiming by, through or under them.

Together with all of the interest of Debtor (Grantor) in all easements, rights-of-way, licenses, operating agreements, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, oil and gas and other minerals, flowers, shrubs, crops, trees, timber and other emblems now or hereafter located on the Land or under or above the same or any part or parcel thereof; and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by

Debtor (Grantor).

Together with all of Debtor's (Grantor's) computer equipment including, but not limited to, operating manuals and tools, computers, printers, monitors and all accessions thereto and all hardware and software installed therein, all customer lists, corporate books and records, service and operating manuals, all computer records, including floppy disks and internal hard drives, tax refunds, licenses, equipment leases and rights under manufacturers' warranties, and all proceeds therefrom, whether cash, insurance or otherwise.

Together with all equipment, including goods, of every kind and character now or hereafter owned by Debtor (Grantor) including fixtures, machinery, equipment, appliances, vehicles and other like personal property, conditional sales contracts, chattel mortgages or other similar liens or, claims, together with the benefit of any deposits or payments now or hereafter made by Debtor (Grantor) or on behalf of Debtor (Grantor), all trade fixtures, plumbing, elevators, related machinery and equipment, appliances, building supplies and materials together with any and all accessions, parts, attachments, tools operating manuals and all replacements thereof as well as any contract rights, choses in action, and general intangibles all considered equipment, as well as products and proceeds therefrom, whether by cash, insurance or otherwise, which Debtor (Grantor) may now own or hereafter at any time acquire.

Together with all inventory now or hereafter held or acquired by Debtor (Grantor), together with all related contract rights, instruments, conditional sales contracts, or other similar liens or claims, together with the benefit of any deposit or payment now or hereafter made by Debtor (Grantor) or on behalf of Debtor (Grantor), chattel paper, documents, general intangibles, goods, related building supplies and materials, parts, accessories, attachments, operating manuals and all replacements thereof which comprise Debtor's (Grantor's) inventory, and vehicles which are Debtor's (Grantor's) inventory, and other interests of every kind and character which Debtor may now own or hereafter at any time acquire, together with proceeds and products acquired with cash, insurance or other proceeds of the inventory described herein.

Together with all accounts including, but not limited to, accounts receivable, books and records, contract rights, documents, checks, notes, drafts, conditional sales contracts, chattel paper or other similar liens or claims, together with the benefit of any deposits or payments now or hereafter made by Debtor (Grantor) or on behalf of Debtor (Grantor), acceptances and other forms of obligations and receivables, general intangibles, income, profits and other monies generated from said accounts, and instruments, as well as proceeds acquired with cash, insurance, or other proceeds of any of the property described herein and all other interests of every kind or character and all of the above-referenced accounts described herein which Debtor (Grantor) may now own or at any time hereafter acquire, including proceeds and products therefrom.

Together with other types of collateral including farm products, vehicles (excluding Debtor's (Grantor's) personal vehicles, if any), books and records, consumer goods, any other tradenames, trademarks, servicemarks, logos, patents and goodwill which in any way now or hereafter belong, relate or pertain to Debtor (Grantor) or Debtor's (Grantor's) business (hereinafter collectively referred to as the "Property").

The above-referenced Property will be sold subject to the following: all, if any, outstanding ad valorem taxes and/or assessments; all, if any, other prior liens, easements, covenants, restrictions, encumbrances, zoning ordinances or other matters of record to which the Deed is junior in priority; and all, if any, matters affecting said Property which would be disclosed by an accurate survey and inspection of said Property. Said Property will be sold as the property of MM Cunningham, LLC and the proceeds will be applied to the payment of the described indebtedness, attorney's fees, and all expenses of this sale. Any remaining or surplus proceeds will be applied pursuant to the Security Deed and pursuant to the laws of the State of Georgia.

The above-referenced Property will be sold on an "as is, where is" basis without recourse against Grantee and without representation or warranty of any kind or nature whatsoever by Grantee with respect thereto.

To the best of the undersigned's knowledge and belief, the Property is presently owned by MM Cunningham, LLC who is the party in possession or a tenant or tenants. Renasant Bank, as Attorney-in-Fact for MM Cunningham, LLC  
Mark L. Golder, Esq.  
Lynn L. Carroll, Esq.  
SIEGEL & GOLDRER, PC  
5605 Glenridge Drive, Suite 690  
Atlanta, Georgia 30342  
(404) 252-3000

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

T(Oct11,18,25,Nov1)B