

# Towns County Herald

## Legal Notices for November 6, 2024

### NOTICE TO DEBTORS AND CREDITORS

IN RE: ESTATE OF Barbara Lanigan Papagni  
All creditors of the estate of Barbara Lanigan Papagni, deceased, late of Towns County, 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 Personal Representative.  
This 22nd day of October, 2024.  
BY: Barbara Ann Papagni  
2388 Gibson Road  
Young Harris, GA 30582  
ATTORNEY: Daniel J. Davenport, Esq.  
P.O. Box 923  
Blairsville, GA 30514  
T(Nov6,13,20,27)

### STATE OF GEORGIA COUNTY OF TOWNS

#### NOTICE TO DEBTORS AND CREDITORS

RE: Estate of John W. Acree, Jr.  
All debtors and creditors of the estate of John W. Acree, Jr., 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 28th day of October, 2024.  
Cheryl Marie Bleckley  
P.O. Box 1026  
Hiawassee, GA 30546  
Lawrence S. Sorgen  
Attorney at Law  
P. O. Box 67  
Hiawassee, GA 30546  
T(Nov6,13,20,27)

### NOTICE TO CREDITORS AND DEBTORS

RE: ESTATE OF GEORGE DARRELL SHOOK  
All creditors of the Estate of George Darrell Shook, deceased, a resident of the State of Georgia, County of Towns, 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 Executrix of the Estate of George Darrell Shook.  
This 30th day of October, 2024.  
Joyce White Shook  
Executrix of the Estate of  
George Danell Shook  
1500 State Hwy 66  
Young Harris, GA 30582  
Submitted by:  
Larry J. Ford, Attorney at Law  
Attorney for Estate  
46 Church Street, Suite 12  
Hayesville, NC 28904  
T(Nov6,13,20,27)

### STATE OF GEORGIA COUNTY OF TOWNS

#### NOTICE TO DEBTORS AND CREDITORS

RE: Estate of Mildred Foster Harper  
All debtors and creditors of the estate of Mildred Foster Harper, 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 31st day of October, 2024.  
Gary Lee Foster, Executor  
1613 Abe Cove Rd.  
Hiawassee, GA 30546  
Lawrence S. Sorgen  
Attorney at Law  
P. O. Box 67  
Hiawassee, GA 30546  
T(Nov6,13,20,27)

### NOTICE TO CREDITORS AND DEBTORS

All creditors of the Estate of TIMOTHY J. BRESNAHAN, III, deceased, a resident of the State of Georgia, County of Towns 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 Administrator of the Estate of TIMOTHY J. BRESNAHAN, III.  
This 14TH day of October 2024.  
Susan M. Bresnahan  
Administrator Estate Timothy J. Bresnahan, III  
230 Depot Rd.  
Hamstead, NH 03841  
Submitted by:  
Pamela Kendall Floyd, PC  
Attorney for Estate  
P.O. Box 1114  
Hiawassee, GA 30546  
T(Oct23,30,Nov6,13)

### NOTICE TO DEBTORS & CREDITORS

RE: Estate of Loyce S. Phillips  
All debtors and creditors of the Estate of Loyce S. Phillips, 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 15 day of October, 2024  
Morris A. Phillips  
2177 US Hwy 76W  
Hiawassee, GA 30546  
706-896-2835  
T(Oct23,30,Nov6,13)

### NOTICE

State of Georgia  
County of Towns  
To: Heirs known and unknown of Barrett, John P., Deceased  
Take Notice that:  
The right to redeem the following described property to wit:  
All and only that parcel of land designated as Tax Parcel 57A43, in Towns County, Georgia, Land Lot 146, 18th District of Towns County, Georgia, containing 0.38 acres and recorded in Plat Book 6, Page 66 and described in Deed Book 693 Page 18-19 of Towns County records, will expire and be forever foreclosed and barred on and after December 31, 2024. The tax deed to which this notice relates is dated 2-22-23 and is recorded in the office of the Clerk of Towns County, Georgia in Deed Book 693, Page 848-849. The property may be redeemed at any time before December 31, 2024 by payment of the redemption price as fixed and provided by law to the undersigned at the address stated below. Please be governed accordingly.  
Douglas N. Shook  
1689 Foggy Bottom Road  
Hiawassee, Georgia 30546  
T(Oct30,Nov6,13,20)

### NOTICE

State of Georgia  
County of Towns  
To: Heirs known and unknown of Burdette, Larry & Ann  
Take Notice that:  
The right to redeem the following described property to wit:  
All and only that parcel of land designated as Tax Parcel 0019C014000, in Towns County, Georgia, Land Lot 146, 17<sup>th</sup> District of Towns County, Georgia, containing 0.40 acres and recorded and described in Deed Book 53, Page 610 of Towns County records, will expire and be forever foreclosed and barred on and after December 31, 2024. The tax deed to which this notice relates is dated 10- 16-23 and is recorded in the office of the Clerk of Towns County, Georgia in Deed Book 720, Page 475-476. The property may be redeemed at any time before December 31, 2024 by payment of the redemption price as fixed and provided by law to the undersigned at the address stated below. Please be governed accordingly.  
Douglas N. Shook  
1689 Foggy Bottom Road  
Hiawassee, Georgia 30546  
T(Oct30,Nov6,13,20)

### NOTICE

State of Georgia  
County of Towns  
To: Heirs known and unknown of Walden, Betty & Tiffany  
Take Notice that:  
The right to redeem the following described property to wit:  
All and only that parcel of land designated as Tax Parcel 00200101000, in Towns County, Georgia, Land Lot 96, 17th District of Towns County, Georgia, containing 0.40 acres and recorded and described in Deed Book 573, Page 725 of Towns County records, will expire and be forever foreclosed and barred on and after December 31, 2024. The tax deed to which this notice relates is dated 10-16-23 and is recorded in the office of the Clerk of Towns County, Georgia in Deed Book 522, Page 119-139. The property may be redeemed at any time before December 31, 2024 by payment of the redemption price as fixed and provided by law to the undersigned at the address stated below. Please be governed accordingly.  
Douglas N. Shook  
1689 Foggy Bottom Road  
Hiawassee, Georgia 30546  
T(Oct30,Nov6,13,20)

### NOTICE

State of Georgia  
County of Towns  
To: Heirs known and unknown of Nvision Capital Advisors  
Take Notice that:  
The right to redeem the following described property to wit:  
All and only that parcel of land designated as Tax Parcel 29B107, in Towns County, Georgia, Land Lot 55, 17th District of Towns County, Georgia, containing 0.40 acres and recorded and described in Deed Book 573, Page 725 of Towns County records, will expire and be forever foreclosed and barred on and after December 31, 2024. The tax deed to which this notice relates is dated 10-16-23 and is recorded in the office of the Clerk of Towns County, Georgia in Deed Book 707, Page 397-398. The property may be redeemed at any time before December 31, 2024 by payment of the redemption price as fixed and provided by law to the undersigned at the address stated below. Please be governed accordingly.  
Douglas N. Shook  
1689 Foggy Bottom Road  
Hiawassee, Georgia 30546  
T(Oct30,Nov6,13,20)

### NOTICE TO DEBTORS & CREDITORS

RE: Estate of Sara Ensley Smith  
All debtors and creditors of the Estate of Sara Ensley Smith, 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 23rd day of October, 2024  
Tray Hicks  
PO Box 968  
Hartwell, GA 30643  
706-436-9695  
T(Oct30,Nov6,13,20)

### NOTICE TO DEBTORS AND CREDITORS

STATE OF GEORGIA  
COUNTY OF TOWNS  
RE: ESTATE OF WANDA FAYE KELLEY  
All creditors of the estate of Wanda Faye Kelley, 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 22nd day of October, 2024.  
EXECUTOR(S):- Michael Jackson Kelley  
ADDRESS:c/o Eddy A. Corn, Attorney  
253 Big Sky Drive  
Hiawassee, GA 30546  
PHONE: (706) 896-3451  
T(Oct30,Nov6,13,20)

### IN THE PROBATE COURT OF TOWNS COUNTY STATE OF GEORGIA

IN RE: ESTATE OF RONALD LEE ROMINE-FOX, DECEASED  
ESTATE NO. 2024-P-089  
PETITION FOR LETTERS OF ADMINISTRATION  
NOTICE  
TO: All Interested parties and to whom it may concern:  
Martin Romine-Fox has petitioned to be appointed administrator of the estate of Ronald Lee Romine-Fox deceased, of said county. The Petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261. 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 November 12, 2024.

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(Oct16,23,30,Nov6)

### STATE BOARD MEMBER

**TO HOLD PUBLIC HEARING**  
November 12, 2024  
Martha Zoller to Host  
State Board of Education Ninth District Public Hearing  
The State Board of Education will hold a public hearing for citizens in the Ninth Congressional District on Tuesday, November 12, 2024. The meeting will be held from 7:00 p.m. – 8:00 p.m. at the Lanier College Career Academy, The Bistro @ The Oakes, 2719 Tumbling Creek Rd., Gainesville, GA 30504.  
The purpose of the hearing is to hear comments from interested citizens and educators within the congressional district regarding the performance and problems of public education. Persons wishing to speak should sign in upon arrival.  
The Georgia Department of Education does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need assistance or auxiliary aids for participation in this public forum are invited to make their needs known to Geraldine Price at gprice@doe.k12.ga.us no later than 72 hours before the scheduled event.  
T(Nov6)

### NOTICE TO CREDITORS AND DEBTORS

RE: ESTATE OF REBECCA BERRONG BEAL  
All creditors of the Estate of Rebecca Berrong Beal, deceased, a resident of the State of Georgia, County of Towns, are hereby notified to render their demands to the undersigned Administrator according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned Administrator of the Estate of Rebecca Berrong Beal.  
This, the 7 day of October, 2024.  
Ronell S. Beal  
Administrator of the Estate of Rebecca Berrong Beal  
2287 Upper Bell Cr Rd.  
Hiawassee, GA 30512  
Submitted by:  
Larry J. Ford  
Attorney for Estate of Rebecca Berrong Beal  
46 Church Street, Suite 12  
Hayesville, NC 28904  
T(Oct16,23,30,Nov6)

### NOTICE OF SALE UNDER POWER

STATE OF GEORGIA TOWNS COUNTY  
By virtue of a power of sale contained in a certain security deed from Angelette Patton-Goolsby to United States of America, acting through the Farmers Home Administration, United States Department of Agriculture and recorded in Deed Book 497, Page 300, Towns County, Georgia records given to secure a note in the original amount of \$95,000.00 with interest on the unpaid balance until paid, the following described property will be sold at public outcry to the highest bidder for cash at the courthouse door of TOWNS COUNTY, Georgia, or such other location within the legal hours of sale on the first Tuesday in December, 2024, to wit: December 03, 2024, the following described property: ALL THAT TRACT or parcel of land lying and being in Land Lot 117 of the 18th Land District, 1st Section of Towns County, Georgia, designated as Lot 12 of Windjammer Lodge, Inc. Subdivision, containing 0.56 acre, more or less, as shown on a plat of survey prepared for Irene Marchetti by Land Tech Services, Inc., R.S., under date of August 16, 2006, a copy of said plat being of record in the office of the Clerk of Superior Court of Towns County, Georgia, in Plat Book 36, Page 112, to which said plat and the record thereof reference is hereby made for a more complete description. Being real property commonly known as 169 Windjammer Spur, Hiawassee, GA 30546. The debt secured by the above-referenced security deed has been declared due because of the default in the payment of said debt per the terms of the note and other possible defaults by the borrower or the successor thereto. The debt remaining in default, this sale will be made for the purpose of paying the debt and all expenses of this sale including attorney's fees (notice of intent to collect attorney's fees having been given). Said sale will be made subject to the following items which may affect the title to said property: All restrictive covenants, easements and rights-of-way appearing of record, if any; all zoning ordinances; matters which would be disclosed by an accurate survey or by an inspection of the property; all outstanding or unpaid bills and assessments for street improvements, curbing, garbage, water, sewage and public utilities which may be liens upon said property; and any outstanding taxes, assessments and other liens superior to the security deed being foreclosed hereby. To the best knowledge and belief of the undersigned, the above-described property is in the possession of the borrower and/or other persons with the consent and acquiescence of the borrower. Pursuant to O.C.G.A. Section 44-14-162.2, the name, address and telephone number of the person or entity who shall have full authority to negotiate, amend, or modify all terms of the above-described mortgage is as follows: Dawsons Management c/o USDA 3775 Venture Drive Duluth, GA 30096 770-962-4981 The foregoing notwithstanding, nothing in O.C.G.A. Section 44-14-162.2 shall be construed to require United States of America, acting through the Farmers Home Administration, United States Department of Agriculture to negotiate, amend, or modify the terms of the Security Deed described herein. United States of America, acting through the Farmers Home Administration, United States Department of Agriculture as Attorney in Fact for Angelette Patton-Goolsby Attorney Contact: Miller, George and Suggs, PLLC 3000 Langford Road, Building 100 Peachtree Corners, GA 30071 Phone: 404-793-1447 Fax: 404-738-1558 24GA414-0192 THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. A-4826831 11/06/2024, 11/13/2024, 11/20/2024, 11/27/2024  
T(Nov6,13,20,27)

### NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY  
Under and by virtue of the Power of Sale contained in that certain Security Deed from United's Table LLC ("Grantor") to Pinnacle Bank ("Grantee") dated March 4, 2019, filed and recorded March 6, 2019, in Deed Book 625, Page 318, Towns County, Georgia Records, (the "Security Deed"), conveying the after-described property to secure that certain Promissory Note dated March 4, 2019, from Borrower payable to Lender in the original principal amount of Four Hundred Seventy Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$473,750.00), with interest thereon as set forth therein (as may be modified, the "Note"), 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 December, 2024, the following described property:  
All that tract or parcel of land lying and being in the City of Hiawassee, Land Lot 79, 18th District, Towns County, Georgia and being more particularly described as follows. Commence at a point on the intersection of the easterly right of way of U.S. Hwy 76 aka Ga Hwy 2 aka Main Street (120' R/W) and the northerly right of way of Big Sky Drive (50' Ingress-Egress Easement). Proceed thence along the northerly right of way of said Big Sky Drive, North 74 degrees 42 minutes 25 seconds East a distance of 220.00 feet; thence, leaving the northerly right of way of said Big Sky Drive, North 08 degrees 54 minutes 04 seconds West a distance of 167.49 feet to a point, said point being the Point of Beginning. Proceed thence, South 79 degrees 15 minutes 55 seconds West a distance of 122.21 feet to an 1" pipe found; thence, North 16 degrees 27 minutes 50 seconds West a distance of 114.57 feet to a 1/2" pipe found; thence, North 27 degrees 48 minutes 16 seconds East a distance of 28.69 feet to a 3/8" rebar found; thence, North 80 degrees 42 minutes 20 seconds East a distance of 178.94 feet to a 1" solid rod found; thence, North 81 degrees 32 minutes 36 seconds East a distance of 23.99 feet to a 3/8" rebar found; thence, South 16 degrees 21 minutes 59 seconds East a distance of 131.62 feet to a 1/2" rebar found; thence, South 79 degrees 15 minutes 55 seconds West a distance of 100 feet to a point, said point being the Point of Beginning. Said tract or parcel of land contains 0.679 acre and is further described on an As-Built Survey prepared by Carlan Land Surveyors for United's Table, LLC, Pinnacle Bank, U.S. Small Business Administration, Small Business Access Partners, Inc., Chicago Title Insurance Company, and Stewart, Melvin & Frost, LLP, dated December 20, 2018 & last revised February 21, 2019. A copy of said plat is recorded in Plat Book 41, Page 119 of the Towns County, Georgia Plat Records.  
The property described above (the "Real Property") will be sold together with the following (all of such real property, fixtures and personal property hereinafter being collectively referred to as the "Premises"):  
(a) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Real Property or under or above the same or any part 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 Real Property or any part thereof; or which hereinafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;  
(b) All of the Grantor's right, title and interest in and into all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all fittings and fixtures, whether actually or constructively attached to the Real Property and including all attached machinery, equipment, apparatus, and all trade, domestic, and ornamental fixtures, appliances and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon, or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Grantor or in which Grantor has interests (hereinafter collectively called "Equipment"), including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, cooking, incinerating, and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, and any other safety equipment required by governmental regulation or law, refrigerating, ventilating, and communications apparatus; all gas and electric fixtures, radiators, heaters, boilers, ranges, plumbing and heating fixtures, furnaces, oil burners, or units thereof; appliances; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators or refrigeration apparatus; dishwashers; attached cabinets; partitions; ducts and compressors; rugs and carpets; mirrors; mantles; draperies; carpeting and other floor coverings; furniture and furnishings; all building materials, supplies, and equipment, awning and storm sashes, which are or shall be attached to said build-

ings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles, inventory, accounts, automotive products of every kind and nature whatsoever now or hereafter owned by 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 Premises, 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 Grantor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, inventory, accounts, instruments and chattel pa per, general intangibles, documents, farm products and supplies, investment property, deposits, vehicles and other property, existing or hereafter acquired by Grantor, subject to or covered by the Security Deed or any security agreement, conditional sales contract, chattel mortgage or similar lien or claim with the Grantee, and replacements, substitutions and proceeds of the property described hereinabove; and  
(c) All income, rents, issues, and profits and revenues of the Premises from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same.

(d) All equipment and fixtures of the debtor used in or useful in the conduct of the debtor's operation of a business, now or hereafter acquired, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith.  
The indebtedness secured by said Security Deed has been and is hereby declared due and payable 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. 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 as provided by law).  
The property will be sold for cash or certified funds and subject to any and all matters of record superior to said Security Deed, outstanding ad valorem taxes, any matters which might be disclosed by an accurate survey and inspection of the property, zoning ordinances, restrictions, covenants, easements against the property, if any, and subject to any unpaid water and waste bills that constitute liens against the property, whether due and payable or not yet due and payable. The sale will be conducted as set forth herein subject to (1) confirmation prior to the sale that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit prior to the sale of the status of the loan with the holder of the Security Deed.

Grantee reserves the right to sell the property in one parcel or as an entirety, or in such parcels as Grantee may elect, as permitted in the Security Deed  
The following information is being provided in accordance with O.C.G.A. § 44-14-162.2. Pinnacle Bank is the secured creditor under the Security Deed and loan as herein referenced. The following entity shall have full authority to negotiate, amend, and modify all terms of the above-described Security Deed and associated Note on behalf of the secured creditor: Pinnacle Bank, Attn: Brittany Brown, 884 Elbert Street, Elberton, GA 30635. O.C.G.A. § 44-14-162.2 states in pertinent part that, "nothing in this subsection shall be construed to require a secured creditor to negotiate, amend, or modify the terms of a mortgage instrument." To the best of the undersigned's knowledge and belief, the property is known as: 273 Big Sky Drive, Hiawassee, Towns Couty, Georgia 30546, and the party in possession of the property is United's Table LLC, or their tenant or tenants.

Pinnacle Bank, as Attorney-in-Fact for United's Table LLC  
Thompson, O'Brien, Kappler & Nasuti, P.C.  
2 Sun Court, Suite 400  
Peachtree Corners, Georgia 30092  
(770) 925-0111  
This is notice that we are attempting to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.  
T(Nov6,13,20,27)