

# Kernersville News

## CLASSIFIEDS

B Section

Tuesday News, July 17, 2012

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### LEGALS

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**NOTICE TO CREDITORS**  
NORTH CAROLINA  
FORSYTH COUNTY

The undersigned, having heretofore qualified as Co-Executors of the Estate of Helen Gold Gordon, also known as Helen G. Gordon, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 5th day of October, 2012 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.

This 3rd day of July, 2012.

Alan G. Gordon, Jr.  
4866 Sedgwick Lane  
Winston-Salem, NC 27107  
Kevin B. Gordon  
121 Forest Ridge Drive  
Stokesdale, NC 27357

July 3, 10, 17, 24, 2012

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STATE OF NORTH CAROLINA ) IN THE GENERAL  
COUNTY OF FORSYTH ) DISTRICT COURT  
DIVISION  
12CV01225  
PATRICIA A. GARNER, )  
Plaintiff, )  
v. ) **NOTICE OF SERVICE OF PROCESS**  
THOMAS W. GARNER, ) **BY PUBLICATION**  
Defendant. )

To: Thomas W. Garner whose last known address was  
4401 Indiana Avenue  
Winston-Salem

TAKE NOTICE that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is as follows: Plaintiff seeks the granting of an Absolute Divorce

You are required to make defense to such pleading not later than August 12, 2012, said date being forty (40) days from the first publication of this Notice, and upon your failure to do so, the Plaintiff will apply to the Court for the relief sought.

This the 29th day of June, 2012.

ROBERT G. SPAUGH  
Attorney for Plaintiff  
1352 Ashley Square  
Winston-Salem, NC 27103-2949  
Phone: (336) 659-9450  
Fax: (888) 882-0621

July 3, 10, 17, 2012

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**12SP346**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JOSEPH SCOTT MARSHALL AND LORI MARSHALL DATED APRIL 23, 2010 AND RECORDED IN BOOK 2943 AT PAGE 3309 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

#### NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **12:00 PM on July 23, 2012** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 18 of Taylor Estates, a map and plat of which is recorded in Plat Book 23 at Page 26 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which map is hereby made for a more particular description.

And being more commonly known as: **2786 Edwin Dr, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Joseph Scott Marshall and Lori Marshall.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING.** Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is June 7, 2012.

Jacqueline Summer Hunt  
Attorney for the Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

11-022724

July 10, 17, 2012

### LEGALS

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**NOTICE OF FORECLOSURE SALE**  
NORTH CAROLINA, FORSYTH COUNTY  
**10 SP 781**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by David M Saunders and Dorothy E. Saunders to PRLAP, INC., Trustee(s), dated December 14, 2007, and recorded in Book RE 2801, Page 3247, Forsyth County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustees will offer for sale at the Courthouse Door in Forsyth County, North Carolina, at **12:00PM on July 18, 2012**, and will sell to the highest bidder for cash the following described property, to wit: Being all of Lot 56, Country Club Ridge, Section 3, according to the plat thereof, recorded in Plat Book 52, Page 139, in the Office of the Register of Deeds of Forsyth County, North Carolina. Said property is commonly known as 5469 Fairway Forest Drive, Winston Salem, NC 27105.

Third party purchasers must pay the excise tax, pursuant to N.C.G.S. 105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to N.C.G.S. 7A-308, in the amount of Forty-five Cents (45¢) per each One Hundred Dollars (\$100.00) or fractional part thereof or Five Hundred Dollars (\$500.00), whichever is greater. A deposit of five percent (5%) of the bid, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance AS IS WHERE IS. There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, and encumbrances of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are David M Saunders. **PLEASE TAKE NOTICE:** An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. This notice shall also state that upon termination of a rental agreement, that tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Nationwide Trustee Services, Inc.  
Substitute Trustee  
1587 Northeast Expressway  
Atlanta, GA 30329  
(770) 234-9181  
Our File No.: 432.1003164NC/R

July 10, 17, 2012

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**10sp1758**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY GREENTREE PARTNERS, LLC AND LUBNA S. REECE AND BOB F. REECE DATED MAY 17, 2004 AND RECORDED IN BOOK 2471 AT PAGE 3576 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

#### NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **12:00 PM on July 23, 2012** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being all of Lot 46, Oliver's Crossing Subdivision, Section 1, Sheet 1 of 2, of a Plat thereof recorded in Plat Book 44, Page 50 in the Office of the Register of Deeds for Forsyth County, North Carolina.

And being more commonly known as: **1604 Haver-sham Park Dr, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are GreenTree Partners, LLC.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING.** Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is June 20, 2012.

Jacqueline Summer Hunt  
Attorney for the Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

10-005504

July 10, 17, 2012

### LEGALS

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**11SP1388**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BENJAMIN E. MOORE DATED JANUARY 30, 2007 AND RECORDED IN BOOK 2726 AT PAGE 4310 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

#### NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **12:00 PM on July 23, 2012** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Beginning at an existing iron corner located at the intersection of the southeastern corner of Dennis C. Richardson (See Deed Book 1861, Page 324, Forsyth County Registry - also Tax Block 2854 Lot 105), the northern right of way of Teague Road, and the southeastern most corner of the herein described tract; running thence from said beginning point with Richard's eastern line North 29 degrees 55' 05" West 131.77 feet to an iron set thence North 05 degrees 40' 11" East 237.51 feet to an iron set; thence with the southern line of Charles M. Fulbright, Jr. (See Deed Book 686 Page 427 Forsyth County Registry - Tax Block 2854 Lot 9) South 85 degrees 28' 53" East 84.72 feet to an iron set; thence South 24 degrees 24' 14" East 291.70 feet to an iron rod set in the northern right of way line of Teague Road; thence with the northern right of way line of Teague Road South 66 degrees 20' 31" West 191.12 feet to an iron found, the point and place of beginning. This tract contains 1.20 acres, more or less.

And Being more commonly known as: **1215 Teague Rd, Winston Salem, NC 27107**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Benjamin Elliott Moore.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING.** Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is June 22, 2012.

Jacqueline Summer Hunt  
Attorney for the Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

11-017019

July 10, 17, 2012

4139  
12-SP-1020

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**NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Melvin Thomas Schroyer and Susan Denise Schroyer, dated October 11, 2007 and recorded on October 11, 2007, in Book No. RE 2788, at Page 3600 in the Office of the Register of Deeds of Forsyth County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Forsyth County Courthouse, Winston-Salem, North Carolina on July 19, 2012 at 1:00 PM that parcel of land, including improvements thereon, situated, lying and being in the City of Clemmons, County of Forsyth, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 5370 Graycliff Lane, Clemmons, NC 27012  
Tax Parcel ID: 6901-08-0134-00  
Present Record Owners: Melvin Thomas Schroyer; Susan Denise Schroyer

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required. If a third party is the high bidder at the time of sale confirmation, the third party will have fifteen (15) days following the sale confirmation to remit the balance of his/her bid to the Trustee. In the sole discretion of the Trustee, an extension may be granted, but in that instance, if required by the noteholder or loan servicer, the bidder shall be required to pay per diem interest at the current rate on the note secured by the deed of trust described herein until the day he/she remits the balance of his/her bid to the Trustee.

If for any reason the Trustee is unable to convey title to this property or the sale is set aside, the sole remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in it's sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagee, the Mortgagee's, the Mortgagee's attorney or the Trustee.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

Rogers Townsend & Thomas, PC.  
Substitute Trustee  
Attorney at Law  
Rogers Townsend & Thomas, PC.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704)442-9500

July 10, 17, 2012

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**NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE**

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Ruben D. McLain and wife, Michelle J. McLain, dated the 12th day of October, 2006, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2701 at Page 141 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at **11:00 AM on the 24th day of July, 2012**, all that certain parcel of land, more particularly described as follows:

IMPROVEMENTS: House and lot/Condominium/ or Lot  
LEGAL DESCRIPTION: BEING KNOWN AND DESIGNATED as Lot 15 as shown on the Map of KNOB VIEW PLAGE, as recorded in Plat Book 30, Page 124 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.  
Property Address: 520 Knobview Drive, Winston-Salem, NC 27104  
ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY:  
520 Knob View Drive, Winston-Salem, NC 27104-5139

Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/hers own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling.  
PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are Ruben D. McLain and Michelle J. McLain

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23. In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days written notice to the landlord. That upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Should the property be purchased by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) received by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax. The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the Deed of Trust/Security Instrument, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee of the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record, including prior Deeds of Trust.

The Substitute Trustee reserves the right to require a cash deposit or certified check made payable to the Substitute Trustee (no personal checks) for five percent (5%) of the purchase price or seven hundred fifty dollars (\$750.00), whichever is greater, at the time of the sale. The sale will be held open for ten (10) days for upset bids as by law required. Following the expiration of the statutory upset bid period, all remaining amounts are due immediately, if the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in their sole discretion, if they believe the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.  
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION. IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This the 20th day of June, 2012.

The Caudle Law Firm, P.A.  
Substitute Trustee  
By: David R. Caudle  
President & Attorney at Law  
State Bar Number 6075  
2101 Rexford Road, Suite 165W  
Charlotte, North Carolina 28211  
http://www.caudlelawfirm.com

12-SP-856

July 10, 17, 2012

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**NOTICE TO CREDITORS**

Representing the Executor of the Estate of Shirley Gray Smith, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms or corporations having claims against said estate of said decedent to present them to the undersigned at 430 West Mountain Street, Kernersville, NC on or before the 15th day of October, 2012, or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 29th day of June, 2012.

A.L. Collins, Attorney  
for the Executor of the Estate of  
Shirley Gray Smith

Collins Law Firm  
430 West Mountain Street  
Kernersville, NC 27284  
Telephone: (336) 996-7921  
July 10, 17, 24, 31, 2012

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**NOTICE TO CREDITORS**

NORTH CAROLINA  
FORSYTH COUNTY

The undersigned, having heretofore qualified as Executor of the Estate of Charles Hobert James, also known as Charles H. James, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 11th day of October, 2012 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned.

This 10th day of July, 2012.

Ronald Wade James  
2398 Pine Meadow Court  
Kernersville, NC 27284

July 10, 17, 24, 31, 2012

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**NOTICE OF SERVICE OF PROCESS BY PUBLICATION**  
STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH  
GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
12CVS1174

Chase Home Finance, LLC sbm Chase Manhattan Mortgage Corporation  
Plaintiff,

v.

Quarteyus Lamont Evans, Any Spouse of Quarteyus Lamont Evans, Sharolynn Eaddy Evans, Any Spouse of Sharolynn Eaddy Evans  
Defendant(s).

To: Quarteyus Lamont Evans, Any Spouse of Quarteyus Lamont Evans

Take notice that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is as follows:

WHEREFORE, Plaintiff prays the Court as follows:

1. That the Court determine that the subject Deed of Trust was drafted and recorded in a manner sufficient to give a reasonable title searcher notice of the interest of the Plaintiff's lien on the property.

2. That the Court reform the Deed of Trust to include the legal description as follows:

For informational purposes only: 135 Braeburn Drive, Winston Salem, NC 27127  
PARCEL ID#: 6355-067

BEING KNOWN AND DESIGNATED as Lot 67 as shown on the Plat of CAMDEN FOREST, PHASE 3, as recorded in Plat Book 42, pages 61 and 62, in the Office of the register of Deeds of Forsyth County, North Carolina, to which reference is hereby mad for a more description.

Being the Identical property as conveyed to Quarteyus L. Evans and wife, Sharolynn Eaddy-Evans on 09/20/2001, in Book 2200, Page 4589 in the Forsyth County Public Registry.

3. That the Court reform the notary block on the Deed of Trust to include the mortgagors' names, Sharon Eaddy Evans and Quarteyus L. Evans

4. That the Court enter an Order that such reformation shall relate back to the original recording date of the Deed of Trust on November 28, 2007 in RE 2797 at Page 4457 in the Forsyth County, North Carolina Public Registry.

5. That the Court's Order, granting the reformation of the Deed of Trust, shall be duly recorded in the Forsyth County Register of Deeds, and indexed according to those parties named in said Deed of Trust.

6. The Court declare that the Deed of Trust is a valid first lien on the Property as drawn;

7. In the alternative, that the Court declares that Defendants Sharolynn Eaddy Evans and Quarteyus L. Evans holds the Property described herein subject to a constructive trust and equitable lien to the benefit of the Plaintiff.

8. That the Plaintiff have and recover its cost in this action including reasonable attorney's fees; and

9. For such other and further relief as the Court deems just and proper.

You are required to make defense to such pleading not later than August 27, 2012 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This, the 6th day of July, 2012.

**BROCK & SCOTT, PLLC**  
Thomas E. McDonald, NC Bar # 40498  
Attorney for Plaintiff  
PO Box 3004  
Wilmington, NC 28403

Telephone: (910) 392-4988  
Facsimile: (910) 202-2929

July 17, 24, 31, 2012

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**NOTICE OF PUBLIC HEARING BEFORE THE WALKERTOWN TOWN COUNCIL ON UNIFIED DEVELOPMENT ORDINANCE MATTERS**

Notice is hereby given in accordance with the requirement of applicable law that the Walkertown Town Council will hold a public hearing in the Booe House

located at 5135 Sullivantown Road, at 7:00 P.M. on July 26, 2012 to consider the following:

WA UDO-1

## LEGALS

remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in it's sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney or the Trustee.

**Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:**

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

Rogers Townsend & Thomas, PC,  
Substitute Trustee  
Attorney at Law  
Rogers Townsend & Thomas, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704)442-9500

July 17, 24, 2012

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**12SP354**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JACQUETTA B. MORRISON AKA JACQUETTA M. BROADNAX AND KEITH L. MORRISON DATED APRIL 22, 2009 AND RECORDED IN BOOK 2886 AT PAGE 3337 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

**NOTICE OF SALE**

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **10:00 AM on July 30, 2012** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 6, as shown on Plat of Oakhurst, as recorded in Plat Book 47, and Pages 129 and 130, in the Office of Register of Deeds of Forsyth County, North Carolina to which reference is hereby made for a more particular description.

And Being more commonly known as: **1824 Oakhurst Park Ln, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Jacquetta M. Broadnax and Keith L. Morrison.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is June 11, 2012.

Jacqueline Summer Hunt  
Attorney for the Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-6107  
<http://shapiroattorneys.com/nc/>

**12-024734**

July 17, 24, 2012

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**NOTICE OF FORECLOSURE SALE**  
**NORTH CAROLINA, FORSYTH COUNTY**  
**12 SP 779**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Vivian Chidi to Jeffrey M. Henschel, Trustee(s), dated January 04, 2006, and recorded in Book RE 2631, Page 1589, Forsyth County Registry, North Carolina.

Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustees will offer for sale at the Courthouse Door in Forsyth County, North Carolina, at **12:00PM on August 01, 2012**, and will sell to the highest bidder for cash the following described property, to wit:

Being known and designated as Lot 57, as shown on the map of Heather Hills Section 20I, as recorded in Plat Book 29, at Page 72, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Said property is commonly known as 3614 Heathrow Drive, Winston-Salem, NC 27127.

Third party purchasers must pay the excise tax, pursuant to N.C.G.S. 105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to N.C.G.S. 7A-308, in the amount of Forty-five Cents (45) per each One Hundred Dollars (\$100.00) or fractional part thereof or Five Hundred Dollars (\$500.00), whichever is greater. A deposit of five percent (5%) of the bid, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance AS IS WHERE IS. There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, and encumbrances of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Vivian Chidi.

**PLEASE TAKE NOTICE:** An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon

## LEGALS

10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, that tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Nationwide Trustee Services, Inc.  
Substitute Trustee  
1587 Northeast Expressway  
Atlanta, GA 30329  
(770) 234-9181  
Our File No.: 348.0817193NC/R

July 17, 24, 2012

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**NOTICE TO CREDITORS**

Having qualified as Co-Executors of the Estate of Diana Rideout Haymore, also known as Diana R. Haymore; Diana Haymore; and Diana Jane Rideout Haymore, late of 6426 Rideout Way, Winston-Salem, Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 380 Knollwood Street, Suite 700, Winston-Salem, NC 27103-4152, on or before the 19th day of October, 2012 or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 17th day of July, 2012.

Robert R. Haymore  
Todd R. Haymore  
Co-Executors of the Estate of  
Diana Rideout Haymore  
380 Knollwood Street, Suite 700  
Winston-Salem, NC 27103-4152

Edward E. Raymer, Jr., Esq.  
ALLMAN, SPRY, LEGGETT & CRUMPLER, PA  
Post Office Drawer 5129  
Winston-Salem, NC 27113-5129  
Tel: (336) 722-2300

July 17, 24, 31; August 7, 2012

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**NOTICE TO CREDITORS**

NORTH CAROLINA  
FORSYTH COUNTY

The undersigned, having heretofore qualified as Administrator, CTA of the Estate of Pauline B. Griffin, also known as Pauline Partin Baugh Griffin and Pauline Baugh Griffin, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 18th day of October, 2012 or this notice will be pleaded in bar of their recovery.

All persons indebted to said estate will please make immediate payment to the undersigned.

This 17th day of July, 2012.

Betsy S. Elks  
7190 NC Highway 43 South  
Greenville, NC 27858

July 17, 24, 31; August 7, 2012

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