

# Kernersville News Legal Notices

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Kernersville News, Thursday, January 31, 2019

## LEGALS

### CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of THOMAS CARLTON MUNDEN (AKA Thomas C. Munden; Tom Carlton Munden; Tom C. Munden) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 10th day of April, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 10th day of January 2019.

Julia Munden Moore, Executor of the Estate of Thomas Carlton Munden  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101

Robert L. Edwards, Esquire  
EDWARDS CRAVER VEACH PLLC  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101  
Telephone No. (336) 607-7314

January 10, 17, 24, 31, 2019

## NORTH CAROLINA FORSYTH COUNTY

### NOTICE TO CREDITORS

Having qualified as Co-Executor of the Estate of Dorothy W. Gibson, also known as Dorothy Warden Gibson, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before April 19, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 17th day of January, 2019.

Michael Gray Gibson  
1721 Dameron Road  
Bessemer City, NC 28016  
Theresa Lee Gibson  
1010 Kent Mews Court  
Winston-Salem, NC 27104

January 17, 24, 31, February 7, 2019

### NOTICE TO CREDITORS

Having qualified as Executor of the Estate of C. Norman Holleman (a/k/a Charles Norman Holleman, Sr., Charles Norman Holleman) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to the undersigned at 102 South Cherry Street, Winston-Salem, NC 27101, on or before April 19, 2019 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 10th day of January, 2019.

Charles Holleman, Jr., Executor of  
The Estate of C. Norman Holleman, Sr.

Stafford R. Peebles, Jr., PC  
102 South Cherry Street  
Winston-Salem, NC 27101  
(336) 723-7363

January 17, 24, 31, February 7, 2019

## NORTH CAROLINA FORSYTH COUNTY

### ADMINISTRATOR'S NOTICE

Having qualified as Administrator of the Estate of Gary Wellon Pearman, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before April 24, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 17th day of January, 2019.

Judy Pearman  
Administrator, of the Estate of  
Gary Wellon Pearman  
C/O SURRETT, THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

January 17, 24, 31, February 7, 2019

## NORTH CAROLINA FORSYTH COUNTY

### ADMINISTRATOR'S NOTICE

Having qualified as Administrator of the Estate of Sharon Ann Crowe Pierce, AKA Sharon Hosie, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before April 24, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 17th day of January, 2019.

Kristin Chironna  
Administrator, of the Estate of  
Sharon Ann Crowe Pierce, AKA  
Sharon Hosie  
C/O SURRETT, THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

January 17, 24, 31, February 7, 2019

## NORTH CAROLINA FORSYTH COUNTY

### ADMINISTRATOR'S NOTICE

Having qualified as Administrator of the Estate of Vivian T. Webber a/k/a Vivian Webber, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before April 24, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 17th day of January, 2019.

Willie Thomas, Jr.  
Administrator, of the Estate of  
Vivian T. Webber aka Vivian Webber  
C/O SURRETT, THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

January 17, 24, 31, February 7, 2019

### NOTICE OF SERVICE OF PROCESS BY PUBLICATION

## LEGALS

NORTH CAROLINA  
FORSYTH COUNTY  
IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
19 CVD 252

YULIANA GARCIA v. ROLANDO SANCHEZ MATA  
TO: ROLANDO SANCHEZ MATA

PLEASE TAKE NOTICE, that a VERIFIED COMPLAINT has been filed against you in the above-entitled action. The nature of the relief being sought in this action is entry of a Judgment of Absolute Divorce and entry of a permanent Child Custody Order regarding YULISSA SANCHEZ GARCIA, born July 15, 2013.

You are required to make defense to such pleading no later than the 12th day of March, 2019, which is 40 days from the last publication of this notice. Upon your failure to file a pleading by the above date, party seeking service against you will apply to the Court for the relief sought.

This the 17th day of January, 2019.

Stacey D. Rubain, Attorney for Plaintiff, Yuliana Garcia  
301 N. Main Street, Suite 2020, Winston-Salem, NC 27101, (336) 725-6600

January 17, 24, 31, 2019

### NOTICE TO CREDITORS

NORTH CAROLINA  
FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Lacy Morgan Venable, also known as Lacy Venable and Tom Venable, deceased, late of Forsyth County, North Carolina, hereby notified all parties having claims against said estate to present them to the attorney for the undersigned at 109 East Mountain Street, Suite D, Kernersville, N.C., 27284, on or before the 19th day of April, 2019 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 at the above address.

This the 15th day of January 2019.

Bonnie Tucker, Executor  
Estate of Lacy Morgan Venable

Joseph D. Orenstein  
Attorney at Law  
Coltrane Grubbs Orenstein, PLLC  
109 East Mountain Street  
Suite D  
P.O. Box 1062  
Kernersville, NC 27285-1062

January 17, 24, 31, February 7, 2019

## NORTH CAROLINA FORSYTH COUNTY

### PUBLIC ADMINISTRATOR'S NOTICE

Having qualified as Public Administrator, of the Estate of Roger Lee Tyner, AKA Roger Tyner, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before May 1, 2019 or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 24th day of January, 2019.

Bryan C. Thompson  
Public Administrator  
of the Estate of Roger Lee Tyner, AKA  
Roger Tyner  
SURRETT THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

January 24, 31, February 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1064**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BARBARA BLANKENSHIP LEADINGHAM DATED JANUARY 3, 2006 AND RECORDED IN BOOK RE 2633 AT PAGE 2883 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 **11:30AM on February 7, 2019** 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 old iron found in the intersection of the northern right of way of Spears Road, the southwestern-most corner of Lot 8, Plat Book 18, at Page 58, and the southeastern corner of Lot 7, Plat Book 18 at Page 58; running thence with the northern right of way of Spears Road North 89 degrees 29 minutes 00 seconds West 99.88 feet to an iron; running thence North 00 degrees 37 minutes 20 seconds East 89.53 feet to an iron; running thence North 07 degrees 46 minutes 04 seconds East 111.30 feet to an iron; running thence South 88 degrees 54 minutes 39 seconds East 100.00 feet to an iron found in the northwestern-most corner of Lot 8, Plat Book 18 at Page 58; running thence with the western boundary of said Lot 8 South 04 degrees 38 minutes 10 seconds West 199.46 feet to the point and place of beginning, containing 0.472 acres, more or less, and being all of Lot No. 7 and a strip off the east side of Lot No. 6, in Block D, Section 2 of Beacon Hill, a plat of which is recorded in Plat Book 18 at Page 58 in the Office of the Register of Deeds of Forsyth County, North Carolina, according to a plat of survey prepared by Kenneth L. Foster, RLS, on June 20, 1988.

And Being more commonly known as: **6357 Bethabara Park Blvd, Winston Salem, NC 27106**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Estate of Barbara Blankenship Leadingham.

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

## LEGALS

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagee has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 17, 2019.

Grady I. Ingle or Elizabeth B. Ellis  
Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

**18-101111**

January 24, 31, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1563**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MARY C. BRADLE AND STEVEN RICHARD BRADLE DATED FEBRUARY 27, 2002 AND RECORDED IN BOOK 2236 AT PAGE 3411 AND MODIFIED BY AGREEMENT RECORDED ON MAY 26, 2011 IN BOOK RE3003 AND PAGE 2453 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 **11:30AM on February 7, 2019** 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 10 of Cedar Creek, a map and plat of which is recorded in Plat Book 26 at page 157 in the Office of the Register of Deeds of Forsyth County, to which reference is hereby made for a more particular description thereof.

This property is the same as that described in Deed Book 2103, Page 1586, Forsyth County Registry and is further known and designated as Tax Lot 10 in Block 5418B on the Forsyth County Tax Maps.

And Being more commonly known as: **8613 Hickory Hill Ln, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Estate of Mary Christina Bradle aka Mary C. Bradle.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagee has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 17, 2019.

Grady I. Ingle or Elizabeth B. Ellis  
Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

**18-102813**

January 24, 31, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1565**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY SHANA C. GARY DATED FEBRUARY 26, 2010 AND RECORDED IN BOOK RE 2935 AT PAGE 299 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,

## LEGALS

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 **11:30AM on February 7, 2019** 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 No. 72, Tract 18, Phase 2 as shown on the plat of the Towns at Oliver's Crossing Subdivision, as recorded in Plat Book 47, Page 43 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

And Being more commonly known as: **1625 Olivers Crossing Cir, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Shana C. Gary.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagee has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

For additional information, please see Auction.com.

The date of this Notice is January 17, 2019.

Grady I. Ingle or Elizabeth B. Ellis  
Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107  
http://shapiroattorneys.com/nc/

**18-102889**

January 24, 31, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1567**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ANDRES JARRETT DATED AUGUST 14, 2017 AND RECORDED IN BOOK RE 3363 AT PAGE 2294 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 **11:30AM on February 7, 2019** 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:

Situated in the City of Rural Hall, County of Forsyth, State of North Carolina.

Being known and designated as Lot 5, Ridge View, Phase Two, as recorded in Plat Book 46, Page 77, Forsyth County Registry.

And Being more commonly known as: **809 Ridge View Ter, Rural Hall, NC 27045**

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

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagee has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 17, 2019.

Grady I. Ingle or Elizabeth B. Ellis

## LEGALS

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

**18-102564**

January 24, 31, 2019

NOTICE OF FORECLOSURE SALE  
FORSYTH COUNTY  
18 SP 1580

Under and by virtue of the power of sale contained in that certain deed of trust executed by CATHERINE V. HOLDER dated November 15, 2017 to SAM WHITE-HURST, Trustee for SUMMIT CREDIT UNION, recorded in Book 3378, Page 547, FORSYTH County Registry; default having been made in payment of the indebtedness thereby secured; and the necessary findings to permit foreclosure having been made by the Clerk of Superior Court of FORSYTH County, North Carolina; the undersigned Substitute Trustee will offer for sale at public auction to the highest bidder for cash, the property conveyed in said deed of trust, the same lying and being in the County of FORSYTH and State of North Carolina, and being more particularly described as follows:

The following described real estate situated in the County of Forsyth, State of North Carolina, to-wit:

Being known and designated as Lot Number 53 as shown on the revised map of Woodbrar, Section One, as recorded in Plat Book 27, Page 152, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Subject to restrictions, reservations, easement, covenants, oil, gas or mineral rights of record, if any.

**PROPERTY ADDRESS/LOCATION:** 500 Heatherton Lane Rural Hall NC 27045

**DATE OF SALE:** February 5, 2019

**TIME OF SALE:** 10:30 A.M.

**LOCATION OF SALE:** FORSYTH County Courthouse

**RECORD OWNER(S):** Shane Holder a/k/a Shayne Anthony Holder

### TERMS OF THE SALE:

(1). This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes and assessments for the year in which the sale occurs, as well as any prior years; (c) federal tax liens with respect to which proper notice was not given to the Internal Revenue Service; and (d) federal tax liens to which proper notice was given to the Internal Revenue Service and to which the right of redemption applies.

(2). The property is being sold "as is". Neither the beneficiary of the deed of trust, nor the undersigned Substitute Trustee, makes any warranties or representations concerning the property, including but not limited to, the physical or environmental condition of the property. Further, the undersigned Substitute Trustee makes no title warranties with respect to the title to the property.

(3). The highest bidder will be responsible for the payment of revenue stamps payable to the Register of Deeds and any final court and/or auditing fees payable to the Clerk of Superior Court which are assessed on the high bid resulting from this foreclosure sale.

(4). At the time of the sale, the highest bidder will be required to make a cash deposit of five percent (5%) of the bid, or \$750.00, whichever is greater, with the remaining balance of the bid amount to be paid on the day following the expiration of the applicable ten (10) day upset bid period.

(5). Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the mortgagee has not cured the default at the time the tenant provides the notice of termination. 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.

(6). An order for possession of the property being sold may be issued pursuant to N.C.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.

(7). If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Mortgagee's attorney, or the Substitute Trustee.



LEGALS

308, in the amount of Forty-Five Cents (\$0.45) per each One Hundred Dollars (\$100.00) or fractional part thereof up to a maximum amount of Five Hundred Dollars (\$500.00).

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 physical , environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale.

PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to N.C.G.S. Section 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk if the 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 or after October 7, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination.

Goddard & Peterson, PLLC
3803 B Computer Drive
Suite 103
Raleigh, NC 27609
Telephone: 919-755-3400
Fax Number: 866-879-4905

January 24, 31, 2019

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18 SP 921

AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Rosa M. Mincey to Gary L. Lackey, Trustee(s), which was dated October 23, 1998 and recorded on October 23, 1998 in Book 2031 at Page 1221, Forsyth County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee Services of Carolina, LLC, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse, where the property is located, or the usual and customary location at the county courthouse for conducting the sale on February 8, 2019 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being Known and Designated as Lot 39 in BAY CREEK, SECTION ONE, as recorded in Book 34, Page 5, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more particular description. See revised plats in Plat Book 34, page 47-49 for new street names.

Subject to all easements of record and restrictive covenants recorded in Book 1682, Page 2278, of the Forsyth County Registry which are incorporated herein by reference.

Save and except any releases, deeds of release or prior conveyances of record.

Said property is commonly known as 4208 Clarendon Creek Court, Winston-Salem, NC 27106.

A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing. THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX AND THE RECORDING COSTS FOR THEIR DEED.

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, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record.

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 by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. 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.

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 confirmation of 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 request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

Trustee Services of Carolina, LLC
Substitute Trustee
Brock & Scott, PLLC
Attorneys for Trustee Services of Carolina, LLC
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587

File No.: 18-20001-FC01

January 24, 31, 2019

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CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of EDNA F. HELMS (AKA Edna Freeman Helms; Edna Helms; Mary Edna Freeman Helms), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 24th day of April, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 24th day of January 2019.

Jefferson B. Helms, Jr., Executor of the Estate of Edna F. Helms
1001 West Fourth Street
Winston-Salem, North Carolina 27101

Robert L. Edwards, Esquire
EDWARDS CRAVER VEACH PLLC
1001 West Fourth Street
Winston-Salem, North Carolina 27101
Telephone No. (336) 607-7314

January 24, 31, February 7, 14, 2019

LEGALS

CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Mary Ann Shelton Stafford, aka Mary Ann Stafford, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 24th day of April, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 24th day of January 2019.

Mark Andrew Stafford, Executor of the Estate of Mary Ann Shelton Stafford
1001 West Fourth Street
Winston-Salem, North Carolina 27101

Marcus L. Moxley, Esquire
EDWARDS CRAVER VEACH PLLC
1001 West Fourth Street
Winston-Salem, North Carolina 27101
Telephone No. (336) 607-7384

January 24, 31, February 7, 14, 2019

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Notice to Creditors

Having qualified as Executor of the Estate of Betty Jo Lambe (a/k/a Betty L. Lambe), late of 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 the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 29th day of April, 2019 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 24th day of January, 2019.

A. Kent Masich, Executor
Estate of Betty Jo Lambe

Craige Jenkins Lipfert & Walker, LLP

January 24, 31, Feb. 7, 14, 2019

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ORDER AUTHORIZING \$8,500,000 GENERAL OBLIGATION SCHOOL BONDS

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina: 1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power and authority to contract, and in evidence thereof to issue school bonds in an aggregate principal amount not exceeding \$8,500,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing, expanding, improving, renovating and equipping public school facilities in said County, including, without limitation, the acquisition of related land and rights of way.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said County has been reduced in the preceding fiscal year.

ORDER AUTHORIZING \$2,300,000 GENERAL OBLIGATION COMMUNITY COLLEGE BONDS

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina: 1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power and authority to contract, and in evidence thereof to issue community college bonds in an aggregate principal amount not exceeding \$2,300,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing, expanding, improving, renovating and equipping community college facilities in said County, including, without limitation, the acquisition of related land and rights of way.

ORDER AUTHORIZING \$2,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina: 1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power and authority to contract, and in evidence thereof to issue parks and recreation bonds in an aggregate principal amount not exceeding \$2,000,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing, expanding, improving, renovating and equipping parks and recreational facilities for said County, including, without limitation, the acquisition of related land and rights of way.

ORDER AUTHORIZING \$2,000,000 GENERAL OBLIGATION PUBLIC FACILITIES BONDS

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina: 1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power and authority to contract, and in evidence thereof to issue public facilities bonds in an aggregate principal amount not exceeding \$2,000,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing, expanding, improving, renovating and equipping public buildings and facilities in said County, including, without limitation, the acquisition of related land and rights of way.

LEGALS

issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said County has been reduced in the preceding fiscal year.

ORDER AUTHORIZING \$8,500,000 GENERAL OBLIGATION PARKING FACILITIES BONDS

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina: 1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said County may now or hereafter have power and authority to contract, and in evidence thereof to issue parking facilities bonds in an aggregate principal amount not exceeding \$8,500,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing, expanding, improving, renovating and equipping parking facilities in said County, including, without limitation, the acquisition of related land and rights of way.

The foregoing orders were adopted on the 24th day of January, 2019, and are hereby published this 31st day of January, 2019. Any action or proceeding questioning the validity of the orders must be begun within 30 days after the date of publication of this notice. The Chief Financial Officer of said County has filed a statement estimating that the total amount of interest that will be paid on the proposed bonds over the expected term of the bonds, if issued, is \$9,736,811. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on such bonds. Such statement of estimated interest includes certain assumptions upon which such estimate is based, and there is no assurance that the circumstances included in such assumptions will occur. The validity of the proposed bonds is not subject to challenge on the grounds that the actual interest cost on the bonds when issued is different than the estimated interest amount set forth above.

Ashleigh M. Sloop
Clerk to the Board of Commissioners for the County of Forsyth, North Carolina

January 31, 2019

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NOTICE TO CREDITORS OF BYRAN KEITH CHARLES

All persons, firms and corporations having claims against Byran Keith Charles, deceased of Forsyth County, North Carolina are hereby notified to present them to Michelle Deniece McMiller, Administrator of the Estate of Byran Keith Charles; also known as Bryan Keith Charles and B. K. Charles, Estate File Number 18 E 2302 on or before the 3rd day of May, 2019, in care of the undersigned attorney at his address, or this notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to Byran Keith Charles; also known as Bryan Keith Charles and B. K. Charles, please make immediate payment to the Estate of Byran Keith Charles.

This the 28th day of January, 2019

MICHELLE DENIECE MCMILLER
ADMINISTRATOR OF THE ESTATE OF BYRAN KEITH CHARLES
370 JA-MAR DRIVE
KERNERSVILLE, NORTH CAROLINA 27284

Donald R. Bue
Attorney At Law
823 West 5th Street
Post Office Box 20031
Winston-Salem, North Carolina 27120-0031
(336) 773-1398
(336) 773-1505 Facsimile

January 31, February 7, 14, 21, 2019

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NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Bobby Glenn James, also known as Bobby G. James, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before May 2, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 31st day of January, 2019.

Randy Charles Jackson
504 Eagles Nest Court
Winston-Salem, NC 27127

January 31, February 7, 14, 21, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Limited Personal Representative of the Estate of Norma Elizabeth Ervin Stikeleather, also known as Norma E. Stikeleather, Norma Elizabeth Stikeleather, Norma Ervin Stikeleather and Norma Stikeleather, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 1st day of May, 2019 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 at the above address.

This the 31st day of January, 2018.

Thomasina Stikeleather Lackey,
Limited Personal Representative
Of the Estate of
Norma Elizabeth Ervin Stikeleather

THOMAS & BENNETT
Raymond D. Thomas
116 South Cherry Street, Suite C
Kernersville, N.C. 27284

January 31, February 7, 14 and 21, 2019

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IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 18SP1536

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY LARRY R. TUTTLE DATED SEPTEMBER 30, 2010 AND RECORDED IN BOOK RE 2967 AT PAGE 722 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 10:00AM on February 14, 2019 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 Number 131, as shown on the plat entitled of Weatherstone, Phase 2, Section 3, as recorded in Plat Book 55, Page 197, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to said plat is hereby made for a more particular description.

LEGALS

And Being more commonly known as: 1784 Ridge-stone Ln, Kernersville, NC 27284

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Estate of Larry Ray Tuttle aka Larry R. Tuttle.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

For additional information, please see Auction.com.

The date of this Notice is January 14, 2019.

Satterfield Legal, PLLC
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/

16-083872

January 31, February 7, 2019

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IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 18SP1569

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ACOHN THON DATED FEBRUARY 26, 2004 AND RECORDED IN BOOK 2448 AT PAGE 854 AND MODIFIED BY AGREEMENT RECORDED AUGUST 5, 2015 IN BOOK 3244 PAGE 1149 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 11:30AM on February 24, 2019 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 No. 145 as shown on the Revised Plat Lots 28-34 & 145 of Beeson Farms, as recorded in Plat Book 44, Page 142, Forsyth County Registry, reference to which is hereby made for a more particular description.

And Being more commonly known as: 4390 Moat Dr, Winston Salem, NC 27105

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Acohn Kodjovi Atna Thon.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 24, 2019.

Grady I. Ingle or Elizabeth B. Ellis
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/

14-059319

January 31, February 7, 2019

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IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 18SP1591

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY DOUGLAS LEE HIGHAM DATED JUNE 23, 2006 AND RECORDED IN BOOK RE2672 AT PAGE 1854 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 11:30AM on February 24, 2019 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:

LEGALS

BEING KNOWN and designated as Unit 501, Building No.5, Phase 2 ("Unit") as shown on the plat entitled "Final Plat For: "As-Built" Phase 2 of Ardmore Crest Condominiums 1880 & 1860 Crest Hollow Drive", as recorded in Condominium Plat Book 7, Pages 92- 94 (the "Plat"), Forsyth County Registry, and as shown on the "Re-Recording of Final Plat For: "As-Built" Phase 2 of Ardmore Crest Condominiums 1880 & 1860 Crest Hollow Drive", as recorded in Condominium Plat Book 7, Pages 95-97 (the "Plat"), Forsyth County Registry to which reference is hereby made for a more particular description, the herein Unit being a portion of a residential condominium development located in the City of Winston-Salem, County of Forsyth, State of North Carolina, and established under the provisions of Chapter 47C of the North Carolina General Statutes and the Declaration of Ardmore Crest Condominium recorded June 29, 2004 in Book 2483, Page 3419, Forsyth County Registry (the "Declaration") and as amended by that First Amendment and Supplement to Declaration of Ardmore Crest Condominium recorded April 13, 2006 in Book 2653, Page 1201, Forsyth County Registry (the "Amended Declaration"), together with the percentage undivided interest in the common elements and facilities declared therein to be appurtenant to said Units which undivided interest shall automatically change in accordance with the terms of said Declaration and said Amended Declaration. The land upon which the Unit is located is situated in the City of Winston-Salem, County of Forsyth, State of North Carolina and is fully described in the Declaration and the Amended Declaration, and the said land is also shown in Condominium Plat Book 7, Pages 92-94 and in Condominium Plat Book 7, Pages 95-97 in the Office of the Register of Deeds of Forsyth County, North Carolina, and reference to same is hereby made for a more particular description.

Grantee, by accepting this Deed, hereby expressly assumes and agrees to be bound by and comply with all of the covenants, terms, provisions and conditions set forth in the Declaration and the Amended Declaration, the Articles and the Bylaws of Ardmore Crest Condominium Owners Association, Inc. and the Rules and Regulations made thereunder including, but not limited to, membership in the Ardmore Crest Condominium Owners Association, Inc., a North Carolina non-profit corporation, and the obligation to make payments of assessments for the maintenance and operation of the Condominium which may be levied against such Units pursuant to the Declaration and the Amended Declaration.

Property Address: 1860 Crest Hollow Drive, Suite 101, Winston-Salem NC 27127

And Being more commonly known as: 1860 Crest Hollow Dr Apt 101, Winston Salem, NC 27127

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Douglas Lee Higham.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 24, 2019.

Grady I. Ingle or Elizabeth B. Ellis
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/

18-102740

January 31, February 7, 2019

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SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE OF REAL PROPERTY THIS ACTION BROUGHT PURSUANT TO THE POWER AND AUTHORITY contained