

Kernersville News

Legal Notices

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Tuesday News, February 5, 2019

LEGALS

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Kathryn A. McCaully, also known as Kathryn Ann McCaully, Kathryn Ann Reiss, Kathryn A. Reiss, Kathryn McCaully, and Kathryn Reiss, late of 3323 Salem Drive, Winston-Salem, North Carolina 27106, 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 29th day of April, 2019 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 22nd day of January, 2019.

Thomas M. McCaully
Executor for the Estate of
Kathryn A. McCaully
380 Knollwood Street, Suite 700
Winston-Salem, NC 27103-4152

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

January 22, 29, February 5, 12, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Shirley Norris Ashley, also known as Shirley Mae Ashley and Shirley N. Ashley, 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 24, 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 22nd day of January, 2019.

Shirley Howard
4055 Langden Dr
Winston-Salem, NC 27107

January 22, 29, February 5, 12, 2019

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 **Alfreda Clawson** dated August 25, 2006, and recorded September 11, 2006, in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book RE 2692 at Page 2874, securing an Adjustable Rate Note in the original principal amount of \$122,000.00, 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, on **February 12, 2019 at 11:00 a.m. O'clock**, all that certain parcel of land secured by the above-described Deed of Trust recorded in Book RE 2692 at Page 2874, situated in Forsyth County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein and briefly described as Lot No. 10, Southern one-half of Lot No. 9, Block 4, Daltonia, Section 3, Plat Book 10, Page 75.

ADDRESS SHOWN AS SECURITY ON THE NOTE AND DEED OF TRUST: **4014 Dalton Street, Winston-Salem, NC 27105.**

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice is/are: Deon Witherspoon, Heir of Alfreda Clawson, Deceased.

In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, an order for possession of the property 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. 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. The notice shall also state 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 cents per One Hundred Dollars (\$100.00) required by NCGS 7A-308 (a)(1), up to a maximum of Five Hundred Dollars (\$500.00). The property is being sold "as is and where is" with no representations or warranties of any type or kind being given or to be construed as being given or made; and, no title certification of any type or kind is being made or is to be construed as being made. The terms of the sale are that the real property hereinabove described will be sold for cash to the highest bidder and that the undersigned will require the successful bidder at the sale to immediately deposit cash or certified check in the amount of the greater of five percent (5%) of the amount of the bid or seven hundred and fifty dollars (\$750.00), whichever is greater. The real property hereinabove described will be sold subject to any unpaid taxes, prior encumbrances, if any, and special assessments.

The sale will be held open for ten (10) days for upset bids as by law required and will also be subject to a ten (10) day right of redemption or to the filing of a bankruptcy petition. In the event of an upset bid, redemption or the filing of a bankruptcy petition, or any other reason that the Substitute Trustee deems necessary to redo the sale, the bid deposit will be returned and no other remedies will be assertable.

This 15th day of January, 2019.

/s/ Rick D. Lail
Frances S. White or Rick D. Lail, either of whom may act, Substitute Trustee
P.O. Box 30081
Charlotte, N.C. 28230-0081
(704) 817-8134

January 29, February 5, 2019

AMENDED 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 June B. Drake, unmarried, dated the 29th day of September, 2004, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2509 at Page 35 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

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Carolina, at **11:00 AM on the 12th day of February, 2019**, 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 Number 8 as shown on the Map of Chesterfield, as recorded in Plat Book 27, 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.

ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY:
301 Appledore Court, Winston-Salem, NC 27103

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/her 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 June B. Drake and Spouse, if any.

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, 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. 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) required 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 the 12th day of January, 2019.

The Caudle Law Firm, P.A.,
Substitute Trustee
By: David R. Caudle
President & Attorney at Law
State Bar Number 6075
PO Box 620997
Charlotte, NC 28262
http://www.caudlelawfirm.com
18-SP-980

January 29, February 5, 2019

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 Silvia Mercedes Castaneda Reyes a/k/a Silvia Mercedes Castaneda Reyes to Lynde Seldin, Trustee(s), which was dated September 28, 2015 and recorded on September 28, 2015 in Book RE 3252 at Page 2185, 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 14, 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 all Lot 42, North Oaks Subdivision, Phase I, as per plat thereof recorded in Plat Book 42, Page 29, in the Register of Deeds for Forsyth County, North Carolina.

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

Said property is commonly known as 288 Azalea Drive, Winston Salem, NC 27105.

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Silvia Mercedes Castaneda Reyes.

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.: **17-20042-FC02**

January 29, February 5, 2019

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 Harold Pauling to Mark E. Randolph, Trustee(s), which was dated August 1, 2003 and recorded on August 7, 2003 in Book 2385 at Page 3855, 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 12, 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 No. 8, Block C, as shown on the Map of Turnkey III, recorded in Plat Book 24 at Page 179 in the Forsyth County Registry, reference to which is hereby made for a more particular description.

Tax Lot 8, Tax Block 6005

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

Said property is commonly known as 144 Maysol Drive, Winston Salem, NC 27105.

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are All Lawful Heirs of Harold Pauling.

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.: **18-19593-FC01**

January 29, February 5, 2019

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 Nancy L. Watson and Sam E. Watson to William L. Ellison, Jr., Trustee(s), which was dated August 4, 2005 and recorded on August 10, 2005 in Book 2590 at Page 4245, 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 12, 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(s) 57, as shown on the map of THE AUTHORS, SECTION 1, which map is recorded in Plat Book 37, page 151, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which map is hereby

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made for a more particular description.

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

Said property is commonly known as 1175 Reynolds Price Drive, Kernersville, NC 27284.

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Sam E. Watson and wife, Nancy L. Watson.

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.: **18-20040-FC01**

January 29, February 5, 2019

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 John A. Miller and Kelly R. Black to Gary L. Lackey, Trustee(s), which was dated June 17, 1994 and recorded on June 22, 1994 in Book 1828 at Page 1404, 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 19, 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:

BEGINNING at an existing iron pipe located in the southern margin of the right of way line of Hedgecock Road, said point being located South 61 deg. 04' 04" West 1,188.48 feet from the approximate center line of the intersection of Hedgecock Road and Union Cross Road; thence from said point of beginning and running along said right of way line of Hedgecock Road South 66 deg. 13' 41" East 31.66 feet to a new iron pipe, corner with John Miller (Deed Book 1782, page 4169, Forsyth County Registry); thence along a new line with Miller South 06 deg. 27' 54" West 260.78 feet to an existing iron pipe, corner with John Miller (Deed Book 1782, page 4169, Forsyth County Registry); thence continuing along a new line with Miller South 81 deg. 49' 06" East 158.77 feet to an existing iron pipe, corner with Larry M. McBryde (Deed Book 1485, page 684, Forsyth County Registry); thence along a line with McBryde South 08 deg. 22' 34" West 201.82 feet to an existing iron pipe, corner with Michael Robertson (Deed Book 1762, page 4081, Forsyth County Registry); thence along a line with Robertson, North 84 deg. 08' 42" West 182.21 feet to an existing iron pipe; thence continuing along a line with Robertson North 06 deg. 27' 54" East 478.56 feet to an existing iron pipe, the point and place of BEGINNING, containing approximately 1.060 acres according to a survey prepared by Larry L. Callahan, R.L.S. dated June 14, 1994.

The above-described property is also known as Block 5627, Lot 104A, on the Forsyth County Tax Maps as presently comprised.

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

Said property is commonly known as 5840 Hedgecock Road, Kernersville, NC 27284.

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Kelly R. Black.

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

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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.: **18-09198-FC01**

February 5, 12, 2019

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 Colonel M. Hairston and Shantania S. Hairston to Stuart Clarke At Thorpe & Clark, Trustee(s), which was dated February 14, 2011 and recorded on February 15, 2011 in Book RE 2989 at Page 3548, 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 19, 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:

BEGINNING at an iron stake, said beginning point to be North 87 degrees 38 minutes 45 seconds West 2,235.53 feet measured along the south margin of a 30-foot roadway easement from the southwest corner of property owned by Ed Dancy and wife, Ann Dancy, now or formerly, recorded in Deed Book 690, Page 329, in the Office of the Register of Deeds of Forsyth County, North Carolina, and being further located in the east line of the Saylor tract; running thence from said beginning point running along the east line of the Saylor and Moser tract North 3 degrees 42 minutes 57 seconds East 516.03 feet to an iron stake, said iron stake being the northwest boundary of the property conveyed to the Grantor herein, recorded in Deed Book 1032, Page 833, Forsyth County Registry; running thence South 87 degrees 15 minutes 30 seconds East 272.91 feet to a point; running thence South 2 degrees 18 minutes 30 seconds West 514.04 feet to a point; running thence North 87 degrees 38 minutes 45 seconds West 285.58 feet to the point and place of BEGINNING; said tract containing 3.30 acres, more or less, and being further known and designated as Lot 12, as shown on an unrecorded map surveyed by Harris P. Gupton, Registered Civil Engineer, dated August 14, 1973.

TOGETHER WITH an easement of ingress, egress an regress to the above-described lot to be appurtenant to the land and being further described by two deeds recorded in Deed Book 706, Page 352 and Deed Book 1114, Page 1232, Forsyth County Registry; together with all right, title and interest in said roadway as evidenced by the above two deeds, subject to a joint easement of ingress, egress and regress, along the southern portion of the described property, said easement being further described as follows:

BEING a 30-foot right-of-way along the southern portion of the above-described property, said beginning point being North 87 degrees 38 minutes 45 seconds West 2,235.53 feet from the southwest corner of property owned by Ed Dancy and wife, Ann Dancy, now or formerly, see Deed Book 690, Page 329, Forsyth County Registry, said point also being the east line of the Saylor tract; running thence with the east line of the Saylor tract, North 3 degrees 42 minutes 57 seconds East 30 feet to a point; running thence on a new line South 87 degrees 38 minutes 45 seconds East 285.58 feet to a point in the east line of the above-described lot; running thence South 2 degrees 18 minutes 30 seconds West 30 feet to a point; running thence North 87 degrees 38 minutes 45 seconds West 285.58 feet to the point and place of BEGINNING, said easement to be for the express purpose of allowing the use of a 30-foot roadway easement along the entire southern portion of the tract described in Deed Book 1032, Page 833, Forsyth County Registry, with said 30-foot roadway easement being shown on an unrecorded map prepared by Harris P. Gupton, Registered Civil Engineer, dated August 14, 1973.

All of the property described above is the identical property described in deed recorded in Book 2602 at Page 3776, Forsyth County Registry.

Save and except any releases, deeds

LEGALS

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
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File No.: 18-09328-FC01

February 5, 12, 2019

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18 SP 1583

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 Charles L. Edwards and Michelle H. Edwards to Thomas G. Jacobs, Trustee(s), which was dated March 26, 2004 and recorded on March 31, 2004 in Book 2457 at Page 2500 and rerecorded/modified/corrected on October 29, 2018 in Book 3431, Page 3094, 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 19, 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:

BEGINNING at a point, said point being located in the right of way line as described in Deed Book 1699, page 3823, Forsyth County Registry, said beginning point also being located in the northeastern corner of Gilbert A. Joyner (Deed Book 1712, page 1069); thence proceeding from said point of Beginning, South 87° 49' 12" East 154.88 ft. to a point, thence proceeding South 04° 40' 40" West 280.64 ft. to a point; North 88° 39' 58" West 154.70 ft. to a point; thence proceeding North 04° 37' 51" East 33.65 ft. to a point; thence proceeding North 04° 36' 58" East 249.27 ft. to the point and place of BEGINNING, containing 1 acre, more or less, as shown on a survey by Tri County Land Surveying dated March 2, 1995, and entitled "Survey for Michael O. Hampton & Donald L. Hester & wife, Dotsie M. Hester."

Reference: Book 1870, page 2636, Forsyth County Registry

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

Said property is commonly known as 2349 Heston Farm Road, Kernersville, NC 27284.

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/ are Charles L. Edwards and wife Michelle H. Edwards.

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
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File No.: 17-03018-FC02

February 5, 12, 2019

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18 SP 1584

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 Janice J. Swain n/k/a Janice J. Etinghe to Jovetta Woodard and Patricia Robinson, Trustee(s), which was dated October 18, 2011 and recorded on November 8, 2011 in Book RE 3028 at Page 3166, 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 19, 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:

COUNTY OF FORSYTH, STATE OF NORTH CAROLINA: BEGINNING AT AN IRON STAKE ON THE SOUTH SIDE OF POLO ROAD, LULA M. PFAFF LINEBACK'S CORNER, RUNNING WITH HER LINE SOUTH 8 DEGREES 15' EAST 422 FEET TO AN IRON STAKE IN C. O. PFAFF'S LINE LINEBACK'S CORNER; THENCE SOUTH 56 DEGREES WEST 189 FEET TO AN IRON STAKE, PAULLINE PFAFF JONES' CORNER; THENCE WITH HER LINE NORTH 23 DEGREES WEST 352 FEET TO AN IRON STAKE ON THE SOUTH SIDE OF POLO ROAD; THENCE WITH SAID ROAD NORTH 56 DEGREES EAST 303 FEET TO THE PLACE OF BEGINNING, CONTAINING TWO (2) ACRES, MORE OR LESS.

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

Said property is commonly known as 2432 Polo Road, 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.

LEGALS

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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/ are Janice J. Swain.

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
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File No.: 18-21819-FC01

February 5, 12, 2019

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18 SP 1587

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 Carmelita C. Burrell and Warren M. Burrell, Jr. to Kathy Peppard, Trustee(s), which was dated November 1, 2006 and recorded on November 1, 2006 in Book 2706 at Page 1393, 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 19, 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 all of Lot No. 26 as shown on a recorded plat entitled "Greystone Section 3" as developed by Fortis Enterprises, Inc., said map being drawn by Otis A. Jones Surveying Co., Inc. October 6, 1975, said plat being recorded in Plat Book 26, Page 16 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more complete description. Also being known and designated as Block 4635C, Lot 26, Forsyth County Tax Maps.

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

Said property is commonly known as 2312 Barnsley 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. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/ are Carmelita C. Burrell and Warren M. Burrell, Jr.

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
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File No.: 18-20875-FC01

February 5, 12, 2019

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19-SP-03 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 EVELINA H. LEE AND CLARENCE J. HARDEE DATED DECEMBER 7, 2006 AND RECORDED ON DECEMBER 15, 2006, IN BOOK 2716 AT PAGE 2872, 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, PURSUANT TO DEMAND OF THE HOLDER OF THE NOTE SECURED BY SAID DEED OF TRUST, THE UNDERSIGNED COURTNEY FINCH (SUBSTITUTE TRUSTEE) WILL OFFER FOR SALE AT THE COURTHOUSE DOOR IN THE CITY OF WINSTON SALEM, FORSYTH COUNTY, NORTH CAROLINA, OR THE CUSTOMARY LOCATION DESIGNATED FOR FORECLOSURE SALES, ON TUESDAY, FEBRUARY 19, 2019 AT 10:00 AM AND WILL SELL TO THE HIGHEST BIDDER FOR CASH THE FOLLOWING REAL ESTATE SITUATED IN THE COUNTY OF FORSYTH, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED IN THE ABOVE REFERENCED DEED OF TRUST, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON: ADDRESS OF PROPERTY: 900 FALCONBRIDGE ROAD, RURAL HALL, NC 27045 Tax Parcel ID: 5055-003 Present Record Owner: Evelina H. Lee and Clarence J. Hardee Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23. Said property is sold subject to applicable Federal and State laws. 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. Should the property be purchased by a third party, that party must pay the excise tax, any Land Transfer Tax, as well as the court costs of Forty-Five Cents (\$0.45) per

LEGALS

One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1). The real property described above is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Neither the Substitute Trustee nor the holder of the Note secured by the Deed of Trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. The sale will be held open for ten (10) days for upset bids as required by law. If the Trustee or Substitute 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 title include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without knowledge of the Substitute Trustee(s). If the validity of the sale is challenged by any party, the Substitute Trustee(s), in its/their sole discretion, if it/they believe(s) the challenge to have merit, may declare the sale to be void and return the deposit.

The purchaser will have no further remedy. 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 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. 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 ten (10) days, but no more than ninety (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. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination. 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. FN# 3016.00918

February 5, 12, 2019

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NOTICE TO CREDITORS

Having qualified as Public Administrator of the Estate of JOHNNY GRAY GLENN, 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: Mattie Coleman Glenn, c/o Lynne R. Holton, Esq., Attorney for the Estate, 857 West Fifth Street, Winston-Salem, NC 27101, on or before the 10th day of May 6, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to this said estate will please make immediate payment.

This the 4th day of February, 2019,
Mattie Coleman Glenn, Administrator of the Estate of Johnny Gray Glenn, deceased.
c/o Lynne R. Holton, Esq.
Holton Law Firm, PLLC
857 W. Fifth Street,
Winston-Salem,
North Carolina 27101

February 5, 12, 19 and 26, 2019

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