

Kernersville News

Legal Notices

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Kernersville News, Thursday, February 7, 2019

LEGALS

**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 a/k/a 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 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 notifies 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

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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

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

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

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 24th day of January, 2019.

A. Kent Masich, Executor
Estate of Betty Jo Lambe

Craig Jenkins Lipfert & Walker, LLP

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

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. Buie
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

**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

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.

And Being more commonly known as: **1784 Ridgestone 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 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 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

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 ACOHIN 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 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 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.

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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 Acohin 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 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 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

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 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 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

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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 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 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

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE OF REAL PROPERTY THIS ACTION BROUGHT PURSUANT TO THE POWER AND AUTHORITY CONTAINED WITHIN THAT CERTAIN DEED OF TRUST EXECUTED AND DELIVERED BY WESLYN C. HERMAN AND THOMAS A. HERMAN DATED JULY 26, 2004 AND RECORDED ON JULY 30, 2004 IN BOOK 2493 AT PAGE 260 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA. AS A RESULT OF A DEFAULT IN THE OBLIGATIONS CONTAINED WITHIN THE PROMISSORY NOTE AND DEED OF TRUST AND THE FAILURE TO CARRY OUT AND PERFORM THE STIPULATIONS AND AGREEMENTS CONTAINED THEREIN, THE HOLDER OF THE INDEBTEDNESS SECURED BY SAID DEED OF TRUST MADE DEMAND TO HAVE THE DEFAULT CURED, WHICH WAS NOT MET. THEREFORE, THE UNDERSIGNED SUBSTITUTE TRUSTEE WILL PLACE FOR SALE THAT PARCEL OF LAND, INCLUDING IMPROVEMENTS THEREON, SITUATED, LYING AND BEING IN THE CITY OF CLEMMONS, COUNTY OF FORSYTH, STATE OF NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED IN THE HERETOFORE REFERENCED DEED OF TRUST. SAID SALE WILL BE A PUBLIC AUCTION, TO THE HIGHEST BIDDER FOR CASH, AT THE USUAL PLACE OF SALE AT THE FORSYTH COUNTY COURTHOUSE, WINSTON-SALEM, NORTH CAROLINA ON FEBRUARY 15, 2019 AT 11:30AM. ADDRESS OF PROPERTY: 1804 KILRUSH ROAD, CLEMMONS, NC 27012 TAX PARCEL ID: 5883-18-3492 Present Record Owners: Thomas A. Herman and Weslyn C. Herman The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. A deposit of five percent (5%) of the amount of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. The successful bidder will be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and costs for recording the Trustee's Deed. The real property hereinbefore described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, special assessments, and other encumbrances. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids, as by law required. The sale will not confirm until there have been ten (10) consecutive days with no upset bids having been filed. If for any reason the Trustee is unable to convey title to this property, or if the sale is set aside, the sole remedy of the purchaser is the return of the bid deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the bid deposit. In either event, the purchaser will have no further recourse against the Mortgagee, the Mortgagee's attorney, or the Trustee. Additional Notice Required for Residential Real Property with Less Than Fifteen (15) Rental Units: An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement 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

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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 31, 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/

18-102987

February 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP05

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY PHILLIP J. SAPP AND KRISTY G. SAPP DATED FEBRUARY 13, 2006 AND RECORDED IN BOOK 2638 AT PAGE 2184 AND MODIFIED BY AGREEMENT RECORDED SEPTEMBER 2, 2010 IN BOOK RE 2962 AT PAGE 1761 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 21, 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 31 of Bridge Pointe, Phase 2, as recorded in Plat Book 31 at Page 190, 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: **5213 Bridge Pointe Dr, Clemmons, NC 27012**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Phillip Joel Sapp and Kristy Griffin Sapp.

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 31, 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/

10-004837

February 7, 14, 2019

CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Daniel Clayton Sides, aka Daniel C. Sides and D.C. Sides, 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 7th day of May, 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 7th day of February, 2019.

Robin Daryl Sides, Executor of the Estate of Daniel Clayton Sides
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

February 7, 14, 21, 28, 2019

NOTICE TO CREDITORS AND DEBTORS OF

CLIFTON CURTIS SPAINHOUR A/K/A CLIFTON C. SPAINHOUR A/K/A CLIFTON SPAINHOUR

All persons, firms and corporations having claims against Clifton Curtis Spainhour, a/k/a Clifton C. Spainhour a/k/a Clifton Spainhour, deceased, are notified to exhibit them on or before May 10, 2019, to Co-Executors Cathy Spainhour Pierce, 5218 Jade Pasture Lane, Knoxville, TN 37918 or Fuller Todd Spainhour, 1560 Twin Oaks Drive, King, NC 27021 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executors.

This the 7th day of February, 2019

Cathy Spainhour Pierce
5218 Jade Pasture Lane
Knoxville, TN 37918

LEGALS

Fuller Todd Spainhour
1560 Twin Oaks Drive
King, NC 27021

Co-Executors for the Estate of Clifton Curtis Spainhour a/k/a Clifton C. Spainhour a/k/a Clifton Spainhour

Browder, Overby, Hall and Michaud, PA
Attorneys at Law
PO Box 550
King, NC 27021

February 7, 14, 21, 28, 2019

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1612

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY LUCINDA J. ORE AND TRAVIS A. COLLINS DATED JULY 2, 2013 AND RECORDED IN BOOK RE 3133 AT PAGE 223 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 21, 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. 32 of SALISBURY CROSSING, SECTION 2, as shown on a map and plat of same which is recorded in Plat Book 42, Page 7, 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: **513 Charles Conner Dr, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Heirs of Lucinda J. Ore and Travis A. Collins.

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 31, 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/

18-103055

February 7, 14, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
18 SP 990

In the matter of the foreclosure of a Claim of Lien filed January 25, 2018 on the property located at 1860 Crest Hollow Drive, Apartment 101, Winston-Salem, NC 27127 with current owner being Douglas Higham.

NOTICE OF FORECLOSURE SALE

Under and by virtue of the power of sale granted in N.C.G.S 47F-3-116 and in accordance with the Claim of Lien filed January 25, 2018, filed with the Clerk of Court, Forsyth County, on behalf of the Ardmore Crest Homeowners Association against the property located at 1860 Crest Hollow Drive, Apartment 101, Winston-Salem, NC 27127 with current owner being Douglas Higham, default remaining with the Claim of Lien, Sarah L. Keiser having been appointed Trustee by the Ardmore Crest Homeowners Association in a document filed with the Clerk of Court, Forsyth County, North Carolina and the holder of the Claim of Lien evidencing said indebtedness having directed that the Claim of Lien be foreclosed, the undersigned 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 at **11:00AM on Tuesday, February 19, 2019** 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 as follows:

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 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**

LEGALS

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

The land referred to is situated in the State of NC, County of Forsyth, City of Winston-Salem and commonly referred to as follows:1860 Crest Hollow Drive, Suite 101, Winston-Salem, NC 27127, and as Tax PIN: 6824-01-4040.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$.45) per One Hundred Dollars (\$100.00) required by NCGS §7A-308(a)(1).

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 agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the 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. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Said property is being sold subject to applicable Federal and State laws.

A cash deposit or cashier's check (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.

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

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

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.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, **except as stated below in the instance of bankruptcy protection.**

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This the ____ day of _____, 2019.

Sarah L. Keiser, Trustee
Surratt, Thompsom & Ceberio, PLLC
210 South Cherry Street
Winston-Salem, NC 27101

February 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1568

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KEVIN M. MCCARTHY AND KIMBERLY E. MCCARTHY DATED OCTOBER 20, 2006 AND RECORDED IN BOOK RE 2702 AT PAGE 3945 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 21, 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. 137 as shown on the Map of ASBURY PLACE, Section Five, as recorded in Plat Book 3 8, Page 181, in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

BEGINING at a concrete monument marking the southwestern corner of Lot 15, Asbury Place, Section 1, Plat Book 37, Page 186, Forsyth County Registry, said concrete monument also marking the westernmost corner of Lot 28, Asbury Place, Section 2, Plat Book 38, page 108, Forsyth County Registry and the northwestern corner of Lot 29, Asbury Place, Section 8, Plat Book 39, page 3. Forsyth County Registry; running thence North 71 degrees 40' 00" East 22.45 feet to a new iron pin; thence South 05 degrees 57' 09" East 74.90 feet to a point; thence South 56 degrees 00' 24" West 3849 feet to a point in the eastern line of Lot 13 8, Asbury Place, Section 5, Plat Book 3 8, Page 181, Forsyth County Registry; thence North 01 degrees 49' 31" East 89 feet to a concrete monument, the point and place of BEGINNING containing .050 acres, more or less, according to a survey entitled "Timothy Edwards, et al" dated February 5, 1997 prepared by Otis A. Jones, RLS, being Job No. 9920-3. Also being known and designated as part of Lot 28, Asbury Place, Section 2, Plat Book 38, Page 108 and a part of Lot 29 Asbury Place, Section 8, Plat Book 39, Page 3, Forsyth County Registry. Being known and designated as part of Lots 28 and 29, Block 4298, Clemmons Township, Forsyth County Tax Maps.

BEGINNING at an iron stake marking the southeastern corner of Carolyn C. Brown, Deed Book 1918, Page 1018, Forsyth County Registry and the northeastern corner of Timothy Edwards, Deed Book 1923, Page 2574; running thence South 88 degrees 28' 30" East 15 feet to a new iron pin; running thence South 05 degrees 57' 09" East 44.88 feet to a new iron pin; running thence South 71 degrees 40' 00" West 22.45 feet to a concrete monument in the eastern line of Edwards; running thence North 01 degrees 49' 31" East 52.12 feet to the point and place of BEGINNING containing .020 acres, more or less, according to a survey entitled "Timothy Edwards, et al" dated February 5, 1997 prepared by Otis A. Jones, RLS being Job No. 9920-E. Also being known and designated as a part of Lot 15, Asbury Place, Section 1, Plat Book 37, Page 186, Forsyth County Registry. Being known and designated as part of Tax Lot 15, Block 4298, Clemmons Township, Forsyth County Tax Records.

And Being more commonly known as: **4605 Carriagebrook Ct, Clemmons, NC 27012**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Kevin McCarthy and Kimberly McCarthy.

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

LEGALS

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/

18-101628

February 7, 14, 2019

Notice to Creditors

Having qualified as Executor of the Estate of Robert G. Butler (aka Robert Glenn Butler, Rob Butler), 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 7th day of May, 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 7th day of February, 2019.

Albert Butler, III, Executor
Estate of Robert G. Butler
c/o Craig Jenkins Lipfirt & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craig Jenkins Lipfirt & Walker, LLP

February 7, 14, 21, 28, 2019.

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having heretofore qualified as Public Administrator of the Estate of Sybil Stutts Vanston, also known as Sybil S. Vanston and Sybil S. Sapp, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 9th 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.

This 7th day of February, 2019.

R. Kenneth Babb, Public Administrator
315 N. Spruce Street, Suite 250
Winston-Salem, NC 27101

February 7, 14, 21, 28, 2019

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Michael Winfield Warren, also known as Michael W. Warren and Michael Warren, 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 9th 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 7th day of February, 2019.

Andrew Michael Warren, Executor
Of the Estate of Michael Winfield Warren

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

February 7, 14, 21 and 28, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Gloria J. Wright, also known as Gloria Jackson Wright and Gloria Alma Jackson Wright, 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 9, 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 7th day of February, 2019.

Donald Robert Wright
1205 Peabody Road
Cofax, NC 27235

February 7, 14, 21, 28, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Mary Albright Davey, also known as Mary A. Davey and Mary Elizabeth Albright Davey, 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.

Katherine D. Powell
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