

Kernersville News

Legal Notices

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Kernersville News, Thursday, January 10, 2019

LEGALS

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Francis C. Dillon, also known as Francis Columbus Dillon, 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 March 22, 2019, or this notice will be pleaded in bar of their recovery.

This the 20th day of December, 2018.

Harrell Steven Dillon, Jr.
7426 Palm Tree Church Road
Vale, NC 28168-9111

December 20, 27, 2018 January 3, 10, 2019

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Madeline L. Eller, (also known as Madeline Lovette Eller) late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of said deceased to present them to the undersigned at the office of his attorney set forth below, on or before March 22, 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 17th day of December, 2018.

Wesley Bailey
Executor for the Estate of
Madeline L. Eller

Wesley Bailey, Attorney
Bailey & Thomas, PA
3069 Trenwest Dr., Suite 100
PO Box 52
Winston-Salem, NC 27102
Phone: (336) 725-8366
Fax: (336) 725-9206

December 20, 27, 2018, January 3, 10, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

Having qualified as Administrator CTA of the Estate of Mary T. French, late of Forsyth County, North Carolina, the undersigned does hereby notify all parties having claims against said estate to exhibit them to my attorney at 426 Old Salem Road, Winston-Salem, North Carolina, 27101, on or before March 22, 2019 or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment.

This the 20th day of December, 2018

Elizabeth Jane F. Blankenship
Administrator CTA for Estate of Mary T. French

Elliot Morgan Parsonage, PLLC

December 20, 27, 2018, January 3, 10, 2019.

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of James Nichols, 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 March 22, 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 20th day of December, 2018.

Michelle Renee Carter
120 Mount Olivet Drive
Winston-Salem, NC 27107

December 20, 27, 2018 January 3, 10, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Barbara Ann Kaiser Toth, AKA Barbara Ann Kaiser, AKA Barbara Kaiser Toth, 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 March 27, 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 20th day of December, 2018.

Bryan C. Thompson
Executor of the Estate of
Barbara Ann Kaiser Toth,
AKA Barbara Ann Kaiser,
AKA Barbara Kaiser Toth, deceased
SURREATT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

December 20, 27, 2018, January 3, 10, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Mary Ruth Stanley Shields aka Mary Stanley Shields aka Mary S. Shields, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms or corporations having claims against said estate to present them to the undersigned at 1320 Crews Farm Road, Kernersville, NC 27284 on or before the 28th day of March, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 27th day of December, 2018.

Mary Shields Paroda, Executor
Estate of Mary Ruth Stanley Shields
aka Mary Stanley Shields aka Mary S. Shields
1320 Crews Farm Road
Kernersville, NC 27284

Estate of Mary Ruth Stanley Shields
aka Mary Stanley Shields aka Mary S. Shields
1320 Crews Farm Road
Kernersville, NC27284

December 27, 2018, January 3, 10, 17, 2019

To Whom It May Concern:

The Beeson Crossroads Volunteer Fire and Rescue, Inc. Department will hold their Annual Corporation meeting at 7:30pm on Tuesday, January 15, 2019 at their department located at 1105 Old Salem Rd., Kernersville, NC 27284. All persons owning property within the Beeson Crossroads Fire Tax district may attend.

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Beeson Crossroads Fire and Rescue, Inc.
Board of Directors

January 1,3,5,8,10,12,15, 2018

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Marilyn Verdina Manthe, also known as Marilyn Verdina Manthe, Marilyn Manthe and Marilyn V. Manthe, 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 5th 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 2nd day of January 2019.

Richard Glen Manthe, Executor
Estate of Marilyn Verdina Manthe

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 3, 10, 17 & 24, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

PUBLIC ADMINISTRATOR'S NOTICE

Having qualified as Public Administrator of the Estate of Larry Ray Tuttle, 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 10, 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 3rd day of January, 2019.

Bryan C. Thompson, Esq.
Public Administrator, of the Estate of
Larry Ray Tuttle
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

January 3, 10, 17, 24, 2019

EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Leo Francis Matthews a/k/a Leo Matthews and Leo F. Matthews, 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 P.O. Box 2316, Banner Elk, NC 28604 on or before the 5th 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.

This the 3rd day of January, 2019

Vicki M. Tisdale, Executor
of the Leo Francis Matthews

W. McNair Tornow
Attorney at Law
P.O. Box 2316
Banner Elk, NC 28604

January 3, 10, 17, 24, 2019

**NOTICE OF SERVICE OF PROCESS BY PUBLICATION
STATE OF NORTH CAROLINA
FORSYTH COUNTY
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
18 SP 1435**

IN THE MATTER OF:

Estate of ROGER LEE TYNER, deceased,
by and through the Public Administrator,
Bryan C. Thompson
Petitioner,

v.

DEBRA ROBINSON and
Unknown intestate heirs of
ROGER LEE TYNER, deceased
Respondent.

TO: Any and all unknown intestate heirs of ROGER LEE TYNER, deceased

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

possession, control and custody of and authority to dispose of at public sale real property owned by ROGER LEE TYNER at the time of his death in order to create assets to pay debts of and other claims against the Estate of ROGER LEE TYNER.

You are required to make defense to such pleading within forty (40) days from the date of first publication of this notice, being January 3, 2019, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

This the 16th day of March, 2017.

Bryan C. Thompson
Attorney and Public Administrator
of the Estate of ROGER LEE TYNER
SURREATT THOMPSON & CEBERIO, PLLC
210 S Cherry Street
Winston-Salem, NC 27101
Telephone: (336) 725-8323

January 3, 10, 17, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1483**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BRUCE E. CHAPMAN AND SUSANNE W. CHAPMAN DATED MAY 21, 2010 AND RECORDED IN BOOK RE 2947 AT PAGE 3738 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 January 24, 2019** the following described real estate and any other im-

provements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS LOT 42 AS SHOWN ON THE PLAT OF WESLO FOREST RECORDED IN PLAT BOOK 22 AT PAGE 117, 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: **1480 Steve St, Kernersville, NC 27284**

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

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 3, 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/

16-085825

January 10, 17, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1525**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY S. JANE PRICE DATED JANUARY 18, 2007 AND RECORDED IN BOOK 2729 AT PAGE 2341 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 January 24, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 316, as shown on the Map of Heather Hills, Section 20A, as recorded in Plat Book 28, Page 4 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which map reference is hereby made for a more particular description.

And Being more commonly known as: **3536 Heathrow Dr, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Estate of S. Jane Price.

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 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 3, 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/

LEGALS

18-101859

January 10, 17, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1527**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ROBERT W. BISHOP, II AND TAMMY R. S. CRYDER DATED MAY 22, 2007 AND RECORDED IN BOOK RE 2755 AT PAGE 2164 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 January 24, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 259, Vernon Farms, Phase 2, Section A-1, as recorded in Plat Book 50, Pages 29 and 30, 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: **459 American Dr, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Robert W. Bishop, II.

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 3, 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/

18-102586

January 10, 17, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1528**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JUANITA E. CROUCH DATED OCTOBER 12, 2007 AND RECORDED IN BOOK RE 2789 AT PAGE 3764 AND REFORMED BY JUDGMENT ON THE PLEADINGS RECORDED AUGUST 1, 2018 IN BOOK RE 3418, PAGE 388 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 January 24, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot No. 17 as shown on the map of Cherryview, sections One and Two, recorded in Plat Book 24 at Page 90 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: **136 Cherryview Ln, Winston Salem, NC 27105**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Heirs of Juanita E. Crouch.

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 3, 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/

16-085343

January 10, 17, 2019

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

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina:

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

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said County has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said County at a referendum as provided in said Act.

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

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

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the County of Forsyth, North Carolina is hereby authorized

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4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said County at a referendum as provided in said Act.

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

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

BE IT ORDERED by the Board of Commissioners for the County of Forsyth, North Carolina:

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

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said County has been filed with the Clerk to the Board of Commissioners and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said County at a referendum as provided in said Act.

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

The foregoing orders have been introduced and a sworn statement of debt has been filed under the Local Government Bond Act showing the appraised value of the County of Forsyth, North Carolina to be \$35,740,323,642 and the net debt thereof, including the proposed bonds, to be \$816,115,000. The Chief Financial Officer of said County has filed a statement estimating that the total amount of interest that will be paid on the proposed bonds over the expected term of the bonds, if issued, is \$9,736,811. The estimate is preliminary, is for general informational purposes only, and may differ from the actual interest paid on such bonds. Such statement of estimated interest includes certain assumptions upon which such estimate is based, and there is no assurance that the circumstances included in such assumptions will occur. The validity of the proposed bonds is not subject to challenge on the grounds that the actual interest cost on the bonds when issued is different than the estimated interest amount set forth above. A tax may be levied to pay the principal of and interest on the bonds if they are issued. Anyone who wishes to be heard on the questions of the validity of the bond orders and the advisability of issuing the bonds may appear at a public hearing or an adjournment thereof to be held at 2:00 p.m. on January 24, 2019, in the Commissioners' Meeting Room on the fifth floor of the Forsyth County Government Center located at 201 N. Chestnut Street in Winston-Salem, North Carolina.

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

January 10, 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 **11:30AM on January 24, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 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 Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

For additional information, please see Auction.com.

The date of this Notice is January 3, 2019.

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

16-083872

January 10, 17, 2019

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CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of THOMAS CARLTON MUNDEN (AKA Thomas C. Munden; Tom Carlton Munden; Tom C. Munden) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present

LEGALS

them to the undersigned on or before the 10th day of April, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 10th day of January 2019.

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

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

January 10, 17, 24, 31, 2019

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