

Kernersville News

Legal Notices

www.KernersvilleNews.com

Kernersville News, Thursday, January 3, 2019

LEGALS

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Elizabeth T. Chapman, also known as Elizabeth Thatcher Chapman, 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 15, 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 13th day of December, 2018.

Timothy B. Chapman
2915 Shady View Drive
High Point, NC 27265

December 13, 20, 27, 2018, January 3, 2019

NORTH CAROLINA FORSYTH COUNTY

LIMITED PERSONAL REPRESENTATIVE'S NOTICE TO CREDITORS

Having qualified as the Limited Personal Representative of the Estate of Karon B. Gray AKA Kay Gray, 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 20, 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 13th day of December, 2018.

Michelle G. Manuel
Limited Personal Representative
of the Estate of Karon B. Gray,
AKA Kay Gray, deceased
c/o Bryan C. Thompson, Esq.
SURRETT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

December 13, 20, 27, 2018, January 3, 2019

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.

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

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

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

LEGALS

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
SURRETT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

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

NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Tarsand D. Morrison (Single), dated the 12th day of January, 2005, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2533 at Page 3930 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at 11:00 AM on the 8th day of January, 2019, all that certain parcel of land, more particularly described as follows:

IMPROVEMENTS: House and lot/Condominium/or Lot LEGAL DESCRIPTION: BEING KNOWN AND DESIGNATED as Lot 17 of BRENTWOOD PARK, SECTION 1, as recorded in Plat Book 45, at Page 161, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY: 6009 Brentwood Park Place, Rural Hall, NC 27045

Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling.

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are Tarsand D. Morrison and Spouse, if any. Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23. In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination.

Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination. Should the property be purchased by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS". Neither the Trustee nor the holder of the note secured by the Deed of Trust/Security Instrument, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee of the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record, including prior Deeds of Trust.

The Substitute Trustee reserves the right to require a cash deposit or certified check made payable to the Substitute Trustee (no personal checks) for five percent (5%) of the purchase price or seven hundred fifty dollars (\$750.00), whichever is greater, at the time of the sale. The sale will be held open for ten (10) days for upset bids as by law required. Following the expiration of the statutory upset bid period, all remaining amounts are due immediately. If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in their sole discretion, if they believe the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

This the 4th day of December, 2018. The Caudle Law Firm, P.A., Substitute Trustee
By: David R. Caudle
President & Attorney at Law
State Bar Number 6075
PO Box 620997
Charlotte, NC 28262
http://www.caudlslawfirm.com
18-SP-1412

December 27, 2018, January 3, 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

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

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

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

AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

LEGALS

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Chanh Pom Poy Thammavong to Allan B. Polunsky, Trustee(s), which was dated May 27, 2011 and recorded on May 27, 2011 in Book RE 3003 at Page 4106, Forsyth County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee Services of Carolina, LLC, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on **January 11, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEING ALL OF LOT 38, REVISED PLAT FOR MIKKOLA DOWNS, PHASE 1, SECTION 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 36, PAGE 143, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

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

Said property is commonly known as 9441 Horse Creek Run, Kernersville, NC 27284.

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

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

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

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

File No.: 16-01924-FC02

December 27, 2018, January 3, 2019

NOTICE OF FORECLOSURE SALE NORTH CAROLINA, FORSYTH COUNTY 18-SP-1074

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by John W. Laughlin, a single person, in the original amount of \$71,900.00, payable to Norwest Mortgage, Inc., dated August 31, 1989 and recorded on August 31, 1989 in Book 1675 at Page 0434, Forsyth County Public Registry, North Carolina.

Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Stone Trustee Services, LLC having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Forsyth County, North Carolina, on **January 9, 2019, at 2:00 PM**, and will sell to the highest bidder for cash the following described property, to wit:

BEING KNOWN AND DESIGNATED AS LOT NO. 458 OF CANTERBURY, SECTION 8 A RECORDED IN PLAT BOOK 26 AT PAGE 9 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF.

Tax ID: 6894-10-3612

Said Property is commonly known as 2051 Rouge-mount Lane, Kernersville, NC 27284

Third party purchasers must pay the excise tax, pursuant to North Carolina General Statutes §105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to North Carolina General Statutes §7A-308, in the amount of Forty-five Cents (0.45) per each One Hundred Dollars (\$100.00) or major fraction thereof, of the final sale price. If the Clerk of Court's fee determined by the formula is less than Ten Dollars (\$10.00), a minimum Ten Dollar (\$10.00) fee will be collected. If the Clerk of Court's fee determined by the formula is more than Five Hundred Dollars (\$500.00), a maximum Five Hundred Dollar (\$500.00) fee will be collected. A deposit of five percent (5%) of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

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

PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to North Carolina General Statutes §45-21.29 in favor of the purchaser

LEGALS

and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination (North Carolina General Statutes §45-21.16A(b)(2)). Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of 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 Substitute 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.

Stone Trustee Services, LLC
Substitute Trustee
Attorney At Law
Stern & Eisenberg Southern, PC
Attorneys for Stone Trustee Services, LLC
Sarah Elizabeth Banks #44023
David R. DiMatteo #35254
Christopher J. Culp #13466
1709 Devonshire Drive
Columbia, SC 29204
(803) 462-5006
(803) 929-0830

December 27, 2018, January 3, 2019

IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 18sp1386

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JENNIFER L BOOTH DATED FEBRUARY 14, 2005 AND RECORDED IN BOOK RE 2541 AT PAGE 1084 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 10, 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 78 as shown on the Plat of HEATHER HILLS, SECTION NINE as recorded in Plat Book 26, Page 136, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Together with all rights to use the common area as shown on plat recorded in Plat Book 26 at page 136 and easements appurtenant to said lot as specifically enumerated in the Declaration of Covenants, Conditions, and Restrictions issued by Heather Hills Executive Golf Village, Inc. and recorded in Book 1158 at page 101, and Supplemental thereto recorded in Book 1211 at page 1497, in the Office of the Register of Deeds of Forsyth County, North Carolina.

And Being more commonly known as: **2505 Tantonle Place, Winston-Salem, NC 27127**

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

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 December 6, 2018.

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

18-102391

December 27, 2018, January 3, 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 11005 Old Salem Rd., Kernersville, NC 27284. All persons owning property within the Beeson Crossroads Fire Tax district may attend.

Beeson Crossroads Fire and Rescue, Inc.
Board of Directors

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

LEGALS

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Marilyn Verdena 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 Verdena 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