

# Kernersville News Legal Notices

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Tuesday News, October 13, 2015

## LEGALS

NOTICE TO CREDITORS  
15-E-0361

All persons, firms and corporations having claims against John D. Biilinsky late of Ontario, New York, are hereby notified to present them to Gretchen Dunfey as Executrix of the decedent's estate, in care of Sanford Law Firm, PC, PO Box 2424, Matthews, NC 28106, on or before the 21st day of December, 2015, 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 above named Executrix.

TR Sanford II, Attorney for the Executrix,  
Sanford Law Firm, PC,  
PO Box 2424, Matthews, NC 28106  
Bar No. 37758

September 22, 29, October 6, October 13, 2015

NORTH CAROLINA  
FORSYTH COUNTY

### NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Gladys R. Cattanch, also known as Gladys Rosamond Cattanch and Gladys Daugherty Cattanch, 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 December 24, 2015, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 22nd day of September, 2015.

Ian J. Cattanch  
7627 Pearman Quarry Road  
Kernersville, NC 27284

September 22, 29, October 6, 13, 2015

### NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Margaret V. Hutchins also known as Margaret Hutchins, Margaret Veach Hutchins and Margaret Naomi Hutchins, 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 28th day of December 2015, 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 28th day of September, 2015.

Gary W. Hutchins, Executor  
Estate of Margaret V. Hutchins

Julie R. Whately  
Attorney at Law  
Coltrane, Grubbs & Whately, PLLC  
109 East Mountain Street  
Suite D  
P.O. Box 1062  
Kernersville, NC 27285-1062

September 29, October 6, 13, 20, 2015

### NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Lynn R. Siskin also known as Lynn Roberta Singer Siskin, deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the undersigned at 109 East Mountain Street, Suite D, Kernersville, N.C., 27284, on or before the 28th day of December 2015, 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 28th day of September, 2015.

Jason T. Grubbs, Executor  
Estate of Lynn R. Siskin

September 29, October 6, 13, 20, 2015

### AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Damon F. Montford and Rosie R. Montford to PRLAP, Inc., Trustee(s), which was dated August 25, 2006 and recorded on August 25, 2006 in Book RE 2688 at Page 3580, 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 **October 20, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot No. 6 as shown on the Plat of SPANISH PINES, recorded in Plat Book 26 at Page 74 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 3401 Del Rio Court, Winston Salem, NC 27105.

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

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

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ana V. Henao to William R. Echols, Trustee(s), which was dated December 11, 2001 and recorded on December 17, 2001 in Book 2219 at Page 4478, 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 Substi-

## LEGALS

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) effective 10/1/2015]. 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  
Brook & 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.: 10-03011-FC02**

October 6, 13, 2015

15 SP 1038

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Donald S. Melton aka Donald S. Melton, Jr. and Karen C. Melton to Gary L. Lackey, Trustee(s), which was dated January 29, 1999 and recorded on January 29, 1999 in Book 2048 at Page 2626, 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 **October 20, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Lying and being in Broadbay Township and lying on the east side of Butler Street and BEGINNING at an iron stake, the southwest corner of F.J. Dahmar's lot on A.C. Myers line and running thence along Myers line North 60° East a distance of 328 feet more or less to an iron stake in Myers line; thence North 11° West along Myers line a distance of 70 feet more or less to an iron pipe in Myers line; thence South 60° West a distance of 340 more or less to an iron stake in the east side of Butler Street; thence South 28° 30' East along the east side of Butler Street, a distance of 70 feet more or less to the place of beginning. Being a part of property conveyed to F.J. Dahmer and wife, Catharine Dahmar by A.C. Myers and wife, Bessie E. Myers by deed recorded in deed book 456 page 269 in the office of the Register of Deeds of Forsyth County, North Carolina.

Also being known and designated as block 2595 lot 5, Forsyth County Tax Maps.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 1915 Butler Street, Winston-salem, NC 27107.

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 Donald S. Melton.

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) effective 10/1/2015]. 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  
Brook & 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.: 15-14805-FC01**

October 6, 13, 2015

15 SP 1040

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ana V. Henao to William R. Echols, Trustee(s), which was dated December 11, 2001 and recorded on December 17, 2001 in Book 2219 at Page 4478, 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 Substi-

## LEGALS

tute 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 **October 20, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

All of that Condominium Unit No. 227 as referred to in that instrument entitled "Declaration of Condominium; (hereinafter called the "Declaration") as recorded in Book 1513, Page 941, et seq., on November 5, 1985 and as more particularly described in the plans of REYNOLDA SQUARE, Phase One, which are recorded in Condominium Book 3, Pages 82 through 84, inclusive, in the Office of the Register of Deed of Forsyth County, North Carolina; and

And undivided 6.25% interest in and to the "Common Areas and Facilities" as referred to in Paragraph F and H(4) of said Declaration and in Exhibit "F" attached to the Declaration, but subject to alteration as provided for in Paragraphs F and J of said Declaration, and in Exhibit "G" attached to the Declaration, to which reference is made for a more particular description of "Common Areas and Facilities."

Together with all rights and easements appurtenant to said Unit as specifically enumerated in the Declaration of Condominium aforesaid; and membership in Reynolds Square Homeowners Associations, Inc.

Subject to the regular monthly assessments, duties, obligations, limitations and rules specified in said Declaration and the By-Laws of Reynolds Square Condominiums and any rights-of-way or easements of record.

BEING THE SAME AND IDENTICAL property as described in Deed Book 1979 Page 2295, Forsyth County Registry.

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

Said property is commonly known as 135 Columbine Drive, Unit #227, Winston Salem, NC 27106.

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

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

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) effective 10/1/2015]. 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  
Brook & 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.: 15-14266-FC01**

October 6, 13, 2015

NORTH CAROLINA  
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
BEFORE THE CLERK  
15 SP 1195

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM RAUL A. LIO AND AMANDA EVERHART LIO, DATED MARCH 19, 2010, RECORDED IN BOOK 2937, PAGE 2080, FORSYTH COUNTY REGISTRY

NOTICE OF FORECLOSURE SALE

Pursuant to an order entered September 15, 2015, in the Superior Court for Forsyth County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash,

AT THE COURTHOUSE DOOR IN  
WINSTON-SALEM, FORSYTH COUNTY,  
NORTH CAROLINA  
ON OCTOBER 15, 2015,  
AT 11:00 A.M.

the real estate and the improvements thereon secured by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Forsyth County and Forsyth County, North Carolina, and being more particularly described as follows:

Tract One:  
1113 Louise Road, W.S., NC aka Lot 75 Map of Easton, Plat Book 14, Pg 23(4)  
BEING KNOWN AND DESIGNATED as Lot 75 as shown on the Map of EASTON, which is recorded in Plat Book 14, Page 23 (4), in the Office of the Register of Deeds of Forsyth County, North Carolina; to which map further reference is hereby made for a more particular description.

Tract Two:  
1030 Louise Road, W.S., NC aka Lot 93 Map of Easton, Plat Book 14, Page 23 (4)  
BEING KNOWN AND DESIGNATED as Lot Number 93 as shown on the Map of EASTON, as recorded in Plat Book 14, Page 23 (4) in the Office of the Register of Deeds for Forsyth County, NC; reference to which is hereby made for a more particular description.

Tract Three:  
2503 Craver Street, W.S., NC aka Lot 54 Map of Whitfield Acres, PB 10, Pg 146  
BEING KNOWN AND DESIGNATED as Lot Number 54 as shown on the Map of Whitfield Acres, as recorded in Plat Book 10 at Page 146 in the Office of the Register of Deeds of Forsyth County, North Carolina to which plat reference is hereby made for a more particular description.

Save and except that portion of Lot 54 deeded to the City of Winston-Salem for a right-of-way acquisition in Deed Book 1345, Page 0828, Forsyth County Registry.

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes. The record owners of the real property not more than ten days prior to the date hereof are Raul A. Lio and Amanda Everhart Lio.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by non-warranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run. The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A 308(a) (1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

To the extent this sale involves residential property with less than fifteen (15) rental units, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes 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; and

b. 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.  
This 15th day of Septemb  
er, 2015.

NCFCSERVICES LLC, Substitute Trustee

James S. Livermon, Jr., Esq.  
Registered Agent  
P.O. Box 217  
Enfield, NC 27823  
Telephone: (252) 445-5188

October 6, 13, 2015

15-SP-756  
NOTICE OF SUBSTITUTE TRUSTEE'S  
FORECLOSURE SALE OF REAL PROPERTY

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by L. Brent Bruner dated October 30, 2001 and recorded on October 31, 2001, in Book 2209 at Page 193-211, in the Office of the Register of Deeds of Forsyth County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned of Poore Substitute Trustee, LTD (Substitute Trustee) will offer for sale at the courthouse door in the City of Winston Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, on October 14, 2015 at 11:00 A.M., 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 Lot 55 and 56 as shown on Plat of Property of Miss Mary Nading as recorded in Map Book 12 at Page 57 in the Office of the Register of Deeds of Forsyth County, North Carolina.

Address of Property: 1100 Madison Avenue, Winston Salem, NC 27103  
Present Record Owner: L. Brent Bruner

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

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. The Substitute Trustee reserves the right to require a cash deposit or a certified check not to exceed the greater of five percent (5%) of the amount of the bid or seven hundred fifty Dollars (\$750.00). In the event that the holder is exempt from paying the same, the successful bidder may also be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and the tax required by N.C.G.S. §7A-308 (a) (1).

The real property described above is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as required by law.

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

Additional Notice where the Real Property is Residential with less than 15 Rental Units:

An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (90) days, after the sale date contained in the Notice of Sale, provided that the mortgagor has not cured the default at the time the tenant provides the Notice of Termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination.

This is a communication from a debt collector. The purpose of this Communication is to collect a debt and any information obtained will be used for that purpose, except as stated below in the instance of bankruptcy protection. If you are under the protection of the bankruptcy court or have been discharged as a result of a bankruptcy proceeding, this notice is given to you pursuant to statutory requirement and for informational purposes and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally.

Dated: September 17, 2015

The Hunoval Law Firm, PLLC, Attorney for  
Poore Substitute Trustee, LTD Substitute Trustee  
By: Mathias H. Hunoval

## LEGALS

## LEGALS

Christina Rampey Hunoval  
Sarah E. Banks  
David A. Simpson, Attorney At Law  
501 Minuet Lane, Suite 104-A  
Charlotte, NC 28217

October 6, 13, 2015

15 SP 842

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Sandra C. Elliott to Real Estate Title Services, LLC, Trustee(s), which was dated December 3, 2010 and recorded on December 23, 2010 in Book RE 2981 at Page 4243, 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 **October 20, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

All that certain lot or parcel of land situated in the City of Rural Hall, Rural Hall Township, Forsyth County, North Carolina and more particularly described as follows:

Being known and designated as Lot 145 as shown on Map of Temora Lake Estates Section 3, record (sic) (recorded) in Plat Book 25, Page 171 in the Office of the Register of Deeds of Forsyth County, North Carolina together with improvements located thereon.

Being the same property conveyed to Sandra C. Elliott (unmarried), by General Warranty Deed dated March 5, 2001, of record in Book 2159, Page 662, in the Office of the Registry 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 6421 Canberra Avenue, Rural Hall, NC 27045.

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 Sandra C. Elliott.

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) effective 10/1/2015]. The notice shall also

## LEGALS

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 Karen C. Wheaton and Carol A. Ostman.

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 mortgagee has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16a(b)(2) effective 10/1/2015]. 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.: 10-18916-FC02**

October 6, 13, 2015

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15 SP-991

**NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Christina Keeler dated January 30, 2007 and recorded on January 31, 2007, in Book RE 2726 at Page 4071-4088, in the Office of the Register of Deeds of Forsyth County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned of Poore Substitute Trustee, LTD (Substitute Trustee) will offer for sale at the courthouse door in the City of Winston Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, on **October 14, 2015 at 10:00 A.M.**, 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 Lot 192 Vernon Farms, Section "A-1", Phase 2 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.**  
**Address of Property: 4489 Vernon Circle, Kernersville, NC 27284**  
**Present Record Owner: Christina Keeler**

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

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. The Substitute Trustee reserves the right to require a cash deposit or a certified check not to exceed the greater of **five percent (5%) of the amount of the bid or seven hundred fifty Dollars (\$750.00)**. In the event that the holder is exempt from paying the same, the successful bidder may also be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and the tax required by N.C.G.S. §7A-308 (a) (1).

The real property described above is being offered for sale "**AS IS, WHERE IS**" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as required by law.

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

**Additional Notice where the Real Property is Residential with less than 15 Rental Units:**

An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (90) days, after the sale date contained in the Notice of Sale, provided that the mortgagee has not cured the default at the time the tenant provides the Notice of Termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination.

This is a communication from a debt collector. The purpose of this Communication is to collect a debt and any information obtained will be used for that purpose, except as stated below in the instance of bankruptcy protection.

If you are under the protection of the bankruptcy court or have been discharged as a result of a bankruptcy proceeding, this notice is given to you pursuant to statutory requirement and for informational purposes and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally.

Dated: September 17, 2015

The Hunoval Law Firm, PLLC, Attorney for Poore Substitute Trustee, LTD Substitute Trustee By: Mathias H. Hunoval  
Christina Rampey Hunoval  
Sarah E. Banks  
David A. Simpson, Attorney At Law  
501 Minuet Lane, Suite 104-A  
Charlotte, NC 28217

October 6, 13, 2015

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Notice to Creditors

Having qualified as Executor of the Estate of Martha Y. Tatum (aka Martha Young Tatum, Martha Louise Young Tatum), 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 155 Sunnynoll Court, Suite 200, Winston-Salem, NC 27106 or 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 7th day of January, 2016 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 6th day of October, 2015.

## LEGALS

Mark T. Tatum, Executor  
Estate of Martha Y. Tatum  
c/o Craige Jenkins Lipfert & Walker LLP  
155 Sunnynoll Court, Suite 200  
Winston-Salem, NC 27106

Craige Jenkins Lipfert & Walker, LLP

October 6, 13, 20, 27, 2015

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14 SP 1373

**AMENDED NOTICE OF FORECLOSURE SALE**

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Mark Hairston and Kimberly A. Hairston to Thomas G. Jacobs, Trustee(s), which was dated July 8, 2008 and recorded on July 8, 2008 in Book RE 2843 at Page 925, 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 **October 27, 2015 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 42, NORTHHILLS, PHASE III, per plat recorded in Book 24 at page 104, Forsyth County Registry.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 532 Alspaugh Drive, Winston Salem, NC 27105.

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

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

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 mortgagee 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.: 10-24759-FC03**

October 13, 20, 2015

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14 SP 1613

**AMENDED NOTICE OF FORECLOSURE SALE**

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Byron Keith Howell to Moore Law Office/Lucracia R. Moore, Trustee(s), which was dated July 15, 2005 and recorded on July 20, 2005 in Book 2584 at Page 1069 and rerecorded/modified/corrected on August 21, 2012 in Book 3075, Page 3896, 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 **October 27, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

TRACT I

Being known and designated as Lot Number 1 as shown on the map of George B. Benton, recorded in Plat Book 21, Page 45 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

TRACT II

Beginning at an iron stake being the southeastern corner of Lot No. 1, plat of George B. Benton property recorded in Plat Book 21, Page 45, Forsyth County Register of Deeds Office; running thence from said point of beginning South 2° 23' 35" West 104.65 feet to an iron stake; running thence North 87° 23' 58" West 98.39 feet to an iron stake; running thence North 2° 05' 24" East 104.28 feet to an iron stake being the Southwest corner of Lot 1, plat of George B. Benton property; running thence South 87° 36' 54" West 98.94 feet to an iron stake being the point and place of beginning. Said lot being the northern portion of Lot 142B, Block 3024, Forsyth County Tax Maps.

TRACT III

Beginning at an iron stake being the northwestern corner of Lot No. 1, plat of George B. Benton property recorded in Plat Book 21, Page 45, Forsyth County Register of Deeds Office; running thence South 2° 05' 24" West 200 feet to a point; running thence South 2° 05' 24" West 104.28 feet along the same line to a point; running thence North 87° 23' 58" West 99.98 feet to a point; running thence North 2° 05' 09" East 303.90 feet to a point lying in the southern right-of-way of Jordan Drive; running thence along the southern right-of-way of Jordan Drive South 87° 37' East 100.00 feet to a point being the point and place of beginning. Said lot being the northern half of Lot 143, Block 3024, Forsyth County Tax Maps.

Save and except a 25 foot right-of-way along the western boundary of Lot 143 Block 3024, Forsyth County Tax Maps for access to Jordan Drive for the southern half of Lot 143.

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

Said property is commonly known as 1612 Jordan Drive, Winston-salem, NC 27105.

A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be re-

## LEGALS

quired 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 Byron Keith Howell.

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 mortgagee 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.: 14-22127-FC01**

October 13, 20, 2015

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**IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 15SP1024**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY DANIEL L. SHULL AND CINDY W. SHULL DATED APRIL 3, 2009 AND RECORDED IN BOOK RE 2885 AT PAGE 3916 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 **12:00PM on October 22, 2015** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Beginning at an iron pipe in the east right-of-way line of Sunnyside Drive, said iron pipe also being in William R. Marshall's west property line (Deed Book 604, Page 134, Forsyth County Registry); running thence with William R. Marshall's southern boundary, South 62 deg., 00 min., 19 sec. East, 131.32 feet to an iron pipe; thence continuing with William R. Marshall's southern boundary, North 87 deg., 51 min., 49 sec., East 305.11 feet to an iron pipe in Douglas Young's line (Deed Book 1173, Page 1018, Forsyth County Registry); thence with Douglas Young's west line, South 02 deg., 35 min., 54 sec., West 135.73 feet to an iron pipe; thence continuing with Douglas Young's west line, South 18 deg., 50 min., 48 sec., East 152.27 feet to an iron pipe in the corner of the property described in Book 1626, Page 2703 in the Forsyth County Registry; thence with the north line of the said property described in Book 1626, Page 2703, South 87 deg., 00 min., West 313.40 feet to an iron pipe in Bruce A. Salzberg's (Book 1746, Page 135, Forsyth County Registry) north line; thence with Bruce A. Salzberg's line South 81 deg., 37 min., 51 sec., West 84.48 feet to an iron in the east right-of-way line of Sunnyside Drive; thence with the east right-of-way line of Sunnyside Drive, North 10 deg., 38 min., West 364.86 feet to an iron pipe in the east right-of-way line of Sunnyside Drive, the point and place of Beginning, containing 2.635 acres, more or less, as shown on a survey for Daniel L. Shull and wife Cindy W., by Daniel W. Donathan, RLS, dated June 29, 1994, and which survey reference is hereby made for a more particular description; for further reference, see Deed Book 443, Page 312; Deed Book 499, Page 312; Deed Book 844, Page 266, Book 1112, Page 342; all in the Office of the Register of Deeds of Forsyth County, North Carolina, to which deeds reference is made for a more particular description.

Being Lots 59D and 60 of Block 3471, as shown in the Forsyth County, North Carolina Tax records, to which records reference is hereby made for a more particular description.

And Being more commonly known as: **4229 Sunnyside Dr, Winston Salem, NC 27106**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Daniel L. Shull and Cindy W. Shull.

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 September 21, 2015.

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

**15-071768**

October 13, 20, 2015

## LEGALS

15 SP 1039

**NOTICE OF FORECLOSURE SALE**

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Mark Phaw Lawson and Tammy Walker Lawson to Douglas Douglas, Connie Lampieri, Trustee(s), which was dated January 3, 2005 and recorded on January 10, 2005 in Book 2533 at Page 1286, 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 **October 27, 2015 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 #21, Coventry Forest Subdivision, as recorded in Plat Book 34 at Page 123 in the Office of the Register of Deeds for Forsyth County.

Subject to Restrictive Covenants as recorded in Book 1767 at Page 4244 in the Office of the Register of Deeds for Forsyth County.

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

Said property is commonly known as 3105 Coventry Place Drive, King, NC 27021.

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 Tammy S. Lawson.

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 mortgagee 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.: 14-25610-FC01**

October 13, 20, 2015

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15 SP 1059

**NOTICE OF FORECLOSURE SALE**

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Raul Lio and Amanda Lio to William R. Echols, Trustee(s), which was dated November 7, 2001 and recorded on December 5, 2001 in Book 2217 at Page 61, 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 **October 27, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

LOT 22, "O.C YORK PROPERTY," PLAT OF WHICH IS RECORDED IN PLAT BOOK 1, PAGE 7, FORSYTH COUNTY REGISTRY AND REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

BEING FORMERLY KNOWN AS 1644 EAST 24TH STREET, WINSTON SALEM, NORTH CAROLINA 27105.

BEING IN FULL RESPECTS THE SAME PROPERTY AS THE DESCRIBED TRACT FOUR IN DEED FROM JERRY L. WILKINS ET UX. TO THOMAS E. WILKINS ET UX, AS RECORDED IN BOOK 1528, PAGE 259, FORSYTH COUNTY REGISTRY.

BEING KNOWN AND DESIGNATED AS LOT 22, BLOCK 1478, IN THE TAX RECORDS FOR WINSTON TOWNSHIP AS THE SAME ARE NOW CONSTITUTED.

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

Said property is commonly known as 1644 East Twenty-Fourth Street, Winston Salem, NC 27105.

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

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## LEGALS

right-of-way of line of Indiana Avenue (S.R. 1763) and intersecting with the eastern right-of-way line of Motor Road (S.R. 1733), said curve having a radius of 43.00 feet, an arc length of 65.10 feet and a chord bearing and distance of North 34° 52' 28" West 59.06 feet to an iron; thence with the eastern right-of-way line of Motor Road (S.R.1733) the three (3) following courses and distances, to-wit: North 08° 30' 02" East 25.00 feet to an iron, North 81° 47' 33" West 9.69 feet to an iron and North 07° 10' 40" East 238.75 feet to the point and place of BEGINNING, containing 1.220 acres, more or less, all according to survey of Thomas A. Hughes dated July 12, 2001, and being all of Lots 35 and 35A and a portion of Lots 32, 32A and 36 as shown on map entitled "Revised Map of Property of Dr. R. L. Jenkins" recorded in Plat Book 9 at Page 148 and 148-A 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 15 Motor Road, Winston Salem, NC 27105.

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

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

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.: 15-14442-FC01**

October 13, 20, 2015

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**15 SP 228**

### AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Sandra R. Parker and Douglas L. Parker to Craig A. Williamson, Trustee(s), which was dated January 24, 2003 and recorded on January 24, 2003 in Book 2316 at Page 2498, 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 **October 26, 2015 at 11:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Beginning at an iron stake, said iron stake being located at the point of intersection of the eastern right-of-way line of US Highway 158 with the northern right-of-way line Stokesdale Avenue, thence from said beginning point, North 42° 7' East 138.20 feet to an iron stake in the right-of-way line of US Highway 158; thence South 49° 28' 30" East 221.30 feet to an iron stake; thence North 42° 41' 55" East 94.27 feet to an iron stake; thence South 48° 13' 48" East 105.69 feet to an iron stake; thence South 42° 17' 50" West 69.83 feet to an iron stake ; thence South 42° 2' 35" West 153.58 feet to an iron stake; thence North 50° 41' West 63.87 feet to a right-of-way monument; thence North 50° 38' 10" West 264.16 feet to an iron stake, the point and place of beginning, being 1.24 acres +/-.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 4400 Reidsville Road, Winston Salem, NC 27101.

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 Sandra R. Parker.

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

## LEGALS

FAX: (910) 392-8587

**File No.: 14-23284-FC01**

October 13, 20, 2015

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**15 SP 840**

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Darletris Nelson to PRLAP, Inc., Trustee(s), which was dated December 20, 2007 and recorded on December 20, 2007 in Book RE 2802 at Page 3238, 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 **October 27, 2015 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 31 as shown on map or plat of Country Club Ridge, Section 1, which map or plat is recorded in Plat Book 48, Page 142, in the Office of 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 5573 Fairway Forest Drive, Winston Salem, NC 27105.

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

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

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.: 14-16598-FC02**

October 13, 20, 2015

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**15 SP 901**

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Christopher D. Holloway and Tammy R. Holloway to Thomas G. Jacobs, Trustee(s), which was dated October 27, 2005 and recorded on October 27, 2005 in Book RE 2612 at Page 3610, 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 **October 27, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot No. 35, as shown on Map of Bridgeport, as recorded in Plat Book 38 at Pages 81 and 82 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

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

Said property is commonly known as 2921 Bridgeport Drive, Winston Salem, NC 27103.

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 Christopher Holloway and wife, Tammy B. Holloway.

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

## LEGALS

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.: 15-12613-FC01**

October 13, 20, 2015

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**15 SP 989**

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Richard Burdick and Rachel Burdick to Judy H. Woody, Trustee(s), which was dated August 19, 2005 and recorded on August 22, 2005 in Book RE 2593 at Page 4254, 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 **October 27, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEGINNING at an iron stake located in the south line of the Berdie Hester property, said iron stake located at 403.71 feet from the northwest corner of a 7.13 acre tract conveyed to C. A. Bailey and Son, Inc. by Verna F. Warren (widow), by deed recorded in Book 1429, Page 897; running thence with the south line of Berdie Hester property, South 80° 57' 53" East 100.0 feet to an iron stake; running thence South 07° 38' 56" West 398.61 feet to an iron stake located in the north line of Paul Nelson property; running thence with said Nelson property, North 85° 02' 18" West 100.0 feet to an iron stake; running thence North 07° 38' 15" East 405.72 feet to the point and place of Beginning. Containing 0.923 acres, more or less and designated as Lot 4 as shown on an unrecorded map of C. A. Bailey, made by Larry L. Callahan, Registered Land Surveyor, dated October 7, 1982. TOGETHER with the right to use and subject to a 30' roadway and utility easement described in deed recorded in Book 1475, Page 924, Forsyth County Registry, said 30' roadway easement extending from the above described property to the east line of Piney Grove Road, Tax Lot 203, Block 5245. The above described real property is subject to restrictions as recorded in Deed Book 1498 at page 1473, Forsyth County Registry.

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

Said property is commonly known as 7941 Pumpkin Ridge Road, Kernersville, NC 27284.

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

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

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.: 15-12224-FC01**

October 13, 20, 2015

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**15 SP 244**

### AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Wendy Anthony to The Ellison Law Firm—Eric Ellison, Trustee(s), which was dated March 10, 2006 and recorded on March 14, 2006 in Book 2645 at Page 2785, 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 **October 27, 2015 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot No. 30 as shown on a plat entitled Phase 2 Tea Berry Ridge as recorded in Plat Book 48, Page 63 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

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

Said property is commonly known as 2076 Tea Berry Court, Winston Salem, NC 27127.

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,

## LEGALS

the current owner(s) of the property is/are Wendy M. Anthony.

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  
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PHONE: (910) 392-4988  
FAX: (910) 392-8587

**File No.: 14-12331-FC01**

October 13, 20, 2015