

# Kernersville News

## Legal Notices

Tuesday News, November 18, 2014

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### LEGALS

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Notice to Creditors

Having qualified as Executor of the Estate of Virginia Jones Cook (aka Virginia J. Cook, Virginia Cook), late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 28th day of January, 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 undersigned.

This 28th day of October, 2014.

Michael T. Cook, Executor  
Estate of Virginia Jones Cook  
c/o Craigie Brawley Liiptfert & Walker LLP  
110 Oakwood Drive, Suite 300  
Winston-Salem, NC 27103

Craigie Brawley Liiptfert & Walker, LLP

October 28, November 4, 11, 18, 2014

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NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Ralph Clifton Venable, Ralph C. Venable, Ralph Venable, 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 my attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, North Carolina 27103-1958, on or before the 28th day of January, 2015, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This 28th day of October, 2014.

Martha Ann O'Sullivan, Executor  
Estate of Ralph Clifton Venable

Craigie Brawley Liiptfert & Walker, LLP

October 28, November 4, 11, 18, 2014

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STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
BEFORE THE CLERK  
14-SP-1327

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM W.W. DISHER PROPERTIES, INC. TO BOTC, LLC, TRUSTEE, DATED DECEMBER 5, 2012 AND RECORDED IN BOOK 3094, PAGE 3005, FORSYTH COUNTY REGISTRY.

NOTICE OF SALE

Pursuant to an order issued by the Clerk of Superior Court for Forsyth County, North Carolina, and to the power and authority contained in the Deed of Trust from W.W. DISHER PROPERTIES, INC. TO BOTC, LLC (the "Original Trustee") for the benefit of BANK OF THE CAROLINAS recorded in Book 3094, PAGE 3005, of the Forsyth County Public Registry (the "Deed of Trust"), the undersigned Substitute Trustee will sell at public auction, to the highest bidder for cash, the real property described below: (the "Property").

Parcel 1: Beginning at a point on the Western side of Rural Hill Road at the common corner of Lots 4-D and 6 as shown on the map hereinafter referred to; running thence along the Western side of said road to a Southerly course 130 feet to a point in the Northern line of Oak Street, sometimes called Hauser Street; thence along said Oak Street, or Hauser Street, West 148.7 feet to a point, the Southeast corner of Lot No. 57; thence along the East line of Lot No. 57, North 141.5 feet to a point, and further continuing along the east line of Lot No. 90, North 97 feet to a point in the South line of Conley Street; thence along the South line of Conley Street in an Eastwary direction 78.4 feet to a point in the West line of Lot No. 4-D; thence along the West line of Lot No. 4-D, Southwary 84.6 feet to a point in the Southwest corner of Lot No. 4-D; thence along the South line of Lot No. 4-D East 186 feet to the place of beginning, being known as Lot No. Six (6) as shown on the map of C.M. Hauser Development, Plat of said property being recorded in Plat Book 8, Page 140 in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made.

Parcel 2: Beginning at a point on the North side of Oak Street, sometimes known as Hauser Street, the Southwest corner of Lot No. 6 as shown on the map hereinafter referred to; thence along the North side of Oak Street, or Hauser Street, West 30 feet to a point, which point is 30 feet East of the Southeast corner of Lot No. 58; thence through the middle of Lot No. 57, North 140.6 feet to a point in the South line of Lot No. 90; thence along a part of the South line of Lot No. 90 East 30 feet to a point in the West line of Lot No. 6; thence along the West line of Lot No. 6 South 141.5 feet to the place of beginning, Being the Eastern half of Lot No. Fifty-Seven (57) as shown on map of C.M. Hauser Development, Plat of said property being recorded in plat book 8, Page 140 in the office of the Register of Deeds of Forsyth County, North Carolina, Reference to which is hereby made. Oak Street is now Newport Street.

Property Address: 4300 Old Rural Hill Road,  
Winston-Salem NC 27105

The record owner of the Property as reflected by the records of the Register of Deeds of Forsyth County not more than ten (10) days prior to the posting of this Notice was W.W. DISHER PROPERTIES, INC.

The Property will be sold subject to any and all superior mortgages, deeds of trust, and liens, including, without limitation, the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record.

The Property will be sold "AS IS, WHERE IS." Neither the Substitute Trustee nor the holder of the Note secured by the Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute Trustee or the holder of the Note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Section 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of five percent (5%) of the amount bid or Seven Hundred Fifty Dollars (\$750.00). Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Sections 45-21.30(d) and (e). In addition to the purchase price so bid, any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale, and the Clerk's fee pursuant to North Carolina General Statutes Section 7-308(a)(1).

The sale will be held open for ten (10) days for upset bids as by law required.

DATE OF SALE: November 21, 2014

### LEGALS

HOUR OF SALE: 1:00 p.m.

PLACE OF SALE: Forsyth County Courthouse

This the 5th day of November, 2014.

Darren S. Cranfill, Substitute Trustee  
2625 Neudorf Road, Ste. 500  
Clemmons, NC 27012  
Telephone: 336-766-9997  
Facsimile: 336-766-9923  
darren@cranfilllaw.com

November 11, 18, 2014

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STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
BEFORE THE CLERK  
14-SP-1328

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM CATHERINE (CATHY) F. DISHER TO BOTC, LLC, TRUSTEE, DATED DECEMBER 5, 2012 AND RECORDED IN BOOK 3094, PAGE 3010, FORSYTH COUNTY REGISTRY.

NOTICE OF SALE

Pursuant to an order issued by the Clerk of Superior Court for Forsyth County, North Carolina, and to the power and authority contained in the Deed of Trust from CATHERINE (CATHY) F. DISHER TO BOTC, LLC (the "Original Trustee") for the benefit of BANK OF THE CAROLINAS recorded in Book 3094, Page 3010, of the Forsyth County Public Registry (the "Deed of Trust"), the undersigned Substitute Trustee will sell at public auction, to the highest bidder for cash, the real property described below: (the "Property").

Beginning at a point lying in an existing 30 foot easement, said easement being known as Hall Lane, and said point marking the southeast corner of the property conveyed to Belinda V. Moorefield and Terry B. Moorefield in Book 1750, Page 3210, Forsyth County Registry; running thence North 05°20'05" East 549.34 feet to an existing iron; running thence South 87°21'35" East 620.39 feet to an iron stake, said iron marking the northwest corner of the property conveyed to Walter S. Foster, III in Book 1746, Page 841, Forsyth County Registry; running thence South 08°37'02" West 382.48 feet to and existing iron; running thence South 53°27'59" West 261.36 feet to an existing iron; thence South 85°30'00" West 136.89 feet to an existing iron; running thence North 84°25'00" West 268.30 feet to the point and place of Beginning, containing 7.310 acres, more or less, according to a survey for Walter S. Foster, III by Robert L. Kuhn, R.L.S. L-3054, dated February 17, 1998, and being designated as Job No. 151-L.

Together with and subject to the easement for ingress and egress as described in Book 2050, Page 861, Forsyth County Registry, and together with and subject to the easements for ingress and egress as described in Book 1037, Page 728, Book 1013, Page 922, Book 15326, Page 1512, and Book 1746, Page 841, Forsyth County Registry, said easements being more commonly known as Hall Lane.

Property Address: 2821 Hall Lane,  
Winston-Salem NC 27127

The record owner of the Property as reflected by the records of the Register of Deeds of Forsyth County not more than ten (10) days prior to the posting of this Notice was LISA M. RANDOLPH and CATHY F. DISHER

The Property will be sold subject to any and all superior mortgages, deeds of trust, and liens, including, without limitation, the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record.

The Property will be sold "AS IS, WHERE IS." Neither the Substitute Trustee nor the holder of the Note secured by the Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute Trustee or the holder of the Note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Section 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of five percent (5%) of the amount bid or Seven Hundred Fifty Dollars (\$750.00). Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Sections 45-21.30(d) and (e). In addition to the purchase price so bid, any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale, and the Clerk's fee pursuant to North Carolina General Statutes Section 7-308(a)(1).

The sale will be held open for ten (10) days for upset bids as by law required.

DATE OF SALE: November 21, 2014

HOUR OF SALE: 1:10 p.m.

PLACE OF SALE: Forsyth County Courthouse

This the 5th day of November, 2014.

Darren S. Cranfill, Substitute Trustee  
2625 Neudorf Road, Ste. 500  
Clemmons, NC 27012  
Telephone: 336-766-9997  
Facsimile: 336-766-9923  
darren@cranfilllaw.com

November 11, 18, 2014

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14 SP 1339

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 Steve Lawrence Combs a/k/a Steven Lawrence Combs to TRSTE, Inc., Trustee(s), which was dated November 14, 2003 and recorded on November 14, 2003 in Book 2422 at Page 3505, 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 **November 25, 2014 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

First: Unit No. 2309A, Building No. 2309, of Cobblestone Condominium, Section 2, recorded in Condominium Book 2 at Page 32 through 35, inclusive, in the office of the Register of Deeds for Forsyth County North Carolina.  
Second: An undivided 9.390 percentage interest in and to the "Common Areas and Facilities" as referred

### LEGALS

to in said Declaration of Condominium, appurtenant to the aforesaid Unit, and "Common Areas and Facilities" being more particularly described in the Declaration of Condominium and amendments thereto and the plans of Cobblestone Condominium, Section 2, recorded in Condominium Book 2 at Page 32 through 36, inclusive, in the office of the Register of Deeds for Forsyth County, North Carolina.  
Including the Unit located thereon. Together with all rights and easements appurtenant to said Unit as specifically enumerated in said Declaration of Condominium and amendments thereto, the Articles of Incorporation and By-Laws of Cobblestone Condominium, Section 2, recorded simultaneously with said Declaration of Condominium and subject to regular and special assessments, easements, limitations, and restrictions contained in said Declaration of Condominium and said Articles of Incorporation and respective By-Laws. Included in said restrictions is a prohibition of use of the Unit for non-residential purposes.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 2309 Terra Stone Court - Unit A, Winston-Salem, NC 27103.

THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1). 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.

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 Steve L. Combs.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 11-24008-FC03

November 11, 18, 2014

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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 Brenda Crouch, dated the 31st day of March, 2005, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2553 at Page 1552 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 25th day of November, 2014**, 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 87 AS SHOWN ON THE PLAT OF EASTON, WHICH PLAT IS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, IN PLAT BOOK 14, PAGE 23(4), REFERENCE TO WHICH MAP IS HEREWITH MADE FOR MORE PARTICULAR DESCRIPTION.

ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY:  
1106 Louise Road, Winston-Salem, NC 27127  
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 Brenda Crouch a/k/a Brenda C. Nwaoko 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. The notice shall also state that 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 aforesaid 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 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.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 2309 Terra Stone Court - Unit A, Winston-Salem, NC 27103.

THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1). 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.

This the 4th day of November, 2014.

The Caudle Law Firm, P.A.,  
Substitute Trustee  
By: David R. Caudle  
President & Attorney at Law  
State Bar Number 6075  
5950 Fairview Road, Suite 619  
Charlotte, North Carolina 28210  
<http://www.caudlelawfirm.com>  
14-SP-1457

November 11, 18, 2014

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14 SP 1340

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 Jesse Lee Powers and Buena B. Powers to William R. Echols, Trustee(s), which was dated August 1, 2011 and recorded on November 11, 2011 in Book 3029 at Page 1417, 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 **November 25, 2014 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

The land referred to herein below is situated in the County of Forsyth, State of North Carolina, and is described as follows:

Beginning at an iron stake in the West line of Leight Street Extension, formerly Mill Road, said stake being 800 feet more or less southwary from Sprague Street, said stake being also at the Southeast corner of McLean Trucking Company Property; running thence along the West line of Leight Street Extension South 8 degrees 44 minutes West 200 feet to an iron stake, a new corner of Elliott land; thence along a new line North 88 degrees 51 minutes West 325 feet to an iron stake; thence another new line North 8 degrees 44 minutes East 200 feet to an iron stake in the South line of McLean Trucking Co. Property; thence along the south line of said trucking company property South 88 degrees 51 minutes East 325 feet to the beginning, being part of Lot 2, on the Map of J.J. Leight Property as recorded in Plat Book 10, Page 116, in the Office of the Register of Deeds of Forsyth County, North Carolina;

And in Book 1815 at Page 480, described as:

Being known as Lot 3K as shown on the Forsyth County Tax Map Block 2596. 96 feet of said lot being bordered by property owned by Ralph L. Speaks, 105 feet being bordered by property owned by Harry B. Graham, 200 feet being bordered by property owned by Frank J. Maestri and 25 feet more or less being bordered by property owned by Joseph V. Pinto.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 2330 Leight Street, Winston Salem, NC 27107.

THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1). 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.

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

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 14-19386-FC01

November 11, 18, 2014

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### LEGALS

a cash deposit or certified check made payable to the aforesaid 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 November, 2014.

The Caudle Law Firm, P.A.,  
Substitute Trustee  
By: David R. Caudle  
President & Attorney at Law  
State Bar Number 6075  
5950 Fairview Road, Suite 619  
Charlotte, North Carolina 28210  
<http://www.caudlelawfirm.com>  
14-SP-1457

November 11, 18, 2014

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14 SP 1340

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 Jesse Lee Powers and Buena B. Powers to William R. Echols, Trustee(s), which was dated August 1, 2011 and recorded on November 11, 2011 in Book 3029 at Page 1417, 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 **November 25, 2014 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

The land referred to herein below is situated in the County of Forsyth, State of North Carolina, and is described as follows:

Beginning at an iron stake in the West line of Leight Street Extension, formerly Mill Road, said stake being 800 feet more or less southwary from Sprague Street, said stake being also at the Southeast corner of McLean Trucking Company Property; running thence along the West line of Leight Street Extension South 8 degrees 44 minutes West 200 feet to an iron stake, a new corner of Elliott land; thence along a new line North 88 degrees 51 minutes West 325 feet to an iron stake; thence another new line North 8 degrees 44 minutes East 200 feet to an iron stake in the South line of McLean Trucking Co. Property; thence along the south line of said trucking company property South 88 degrees 51 minutes East 325 feet to the beginning, being part of Lot 2, on the Map of J.J. Leight Property as recorded in Plat Book 10, Page 116, in the Office of the Register of Deeds of Forsyth County, North Carolina;

And in Book 1815 at Page 480, described as:

Being known as Lot 3K as shown on the Forsyth County Tax Map Block 2596. 96 feet of said lot being bordered by property owned by Ralph L. Speaks, 105 feet being bordered by property owned by Harry B. Graham, 200 feet being bordered by property owned by Frank J. Maestri and 25 feet more or less being bordered by property owned by Joseph V. Pinto.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 2330 Leight Street, Winston Salem, NC 27107.

**LEGALS**

tatives of either the Substitute Trustee or the holder of the Note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Section 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of five percent (5%) of the amount bid or Seven Hundred Fifty Dollars (\$750.00). Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Sections 45-21.30(d) and (e). In addition to the purchase price so bid any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale.

The sale will be held open for ten (10) days for upset bids as by law required.

**DATE OF SALE:** November 19, 2014

**HOUR OF SALE:** 11:15 p.m.

**PLACE OF SALE:** Forsyth County Courthouse

This the 28th day of October, 2014.

Darren S. Cranfill, Substitute Trustee  
2625 Neudorf Road, Suite 500  
Clemmons, NC 27012  
Telephone: 336-766-9997  
Facsimile: 336-766-9923  
darren@cranfilllaw.com

November 11, 18, 2014.

**NOTICE TO CREDITORS**

NORTH CAROLINA  
FORSYTH COUNTY

Having qualified as Executor of the Estate of Marthola G. Payne, also known as Marthola Grier Payne, late of Forsyth County, North Carolina, the undersigned does hereby notify all parties having claims against said estate to exhibit them to the undersigned on or before February 13, 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 11th day of November, 2014

Shirley Carter  
5680 Bethania Road  
Pilot Mountain, NC 27040-9597

November 11, 18, 25, December 2, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
13 CVD 7064

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

DUAN D. BOYD,  
Defendant.

**NOTICE OF SALE OF REAL ESTATE**

By authority contained in the Judgment entered on the 12th day of August, 2014, in the above-captioned civil action, Blanco Tackabery & Matamoros, P.A., Commissioner, will offer for sale to the highest bidder at public auction in the area designated for public sales at the Forsyth County Hall of Justice in Winston-Salem, North Carolina, on **Tuesday December 2, 2014, at 2:00 p.m.**, the real estate located in the County of Forsyth, being more particularly described as follows:

**First: Building No. 200, Unit No. 200-D, of Vista Court Condominium, Section (or Phase) Three, as shown on the Plans of Vista Court Condominium, Section (or Phase) Three, recorded in Condominium Book 1, Pages 156-159 inclusive in the Forsyth County North Carolina Registry.**

**Second: An undivided 4.167 percentage interest in and to the "Common Areas and Facilities" as referred to in said Declaration of Condominium appurtenant to the aforesaid unit, said "Common Areas and Facilities" being more particularly described in the Declaration of Condominium and in the Plans of Vista Court Condominiums Section (or Phase) Seven, recorded in Condominium Book 3, Pages 135 through 137 inclusive, Forsyth County, North Carolina Registry.**

**Together with all rights and easements appurtenant to said unit as specifically enumerated in said Declaration of Condominium, the Articles of Incorporation and Bylaws of Vista Court Section (or Phase) Three, recorded simultaneously with said Declaration of Condominium and subject to regular and special assessments, limitations and restrictions contained in said Declaration of Condominiums and said Articles of Incorporation and respective Bylaws, included in said restrictions is a prohibition of use of the unit for non-residential purpose.**

The sale shall be made subject to any and all taxes, including taxes which are a lien against the property though not yet due or payable, and any special assessments, easements, rights of way, restrictions of record, and prior deeds of trust. The sale shall be made without warranty of any kind, including any warranty as to the physical or environmental condition of the real estate sold.

The highest bidder at the sale may be required to make deposit by cash or check of up to five (5%) percent of the bid, or \$750.00, whichever is greater, at the time the bid is accepted, and the remaining balance upon confirmation of the sale.

The sale will be reported to the Court and will remain open for advance or upset bids for a period of ten (10) days. If no advance bids are filed with the Clerk of Court, the sale will be confirmed.

This the 12th day of November, 2014.

Blanco Tackabery & Matamoros, P.A., Commissioner  
M. Rachael Dimont, Esq.

OF COUNSEL:  
BLANCO TACKABERY & MATAMOROS, P.A.  
POST OFFICE DRAWER 25008  
WINSTON-SALEM, NC 27114-5008  
TELEPHONE: 336-293-9000  
FACSIMILE: 336-293-9030

November 18, 25, 2014

570.016374  
14-Sp-699

**AMENDED  
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 Elizabeth Ramirez-Valladolid, a married person and her non-borrowing spouse Eduardo Carranza, dated 08/20/2007 and recorded on 08/20/2007, in Book RE 2777 at Page 2303, 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 Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Forsyth County Courthouse, in Kernersville, North Carolina, on **Wednesday, November 26, 2014 at 10:00 AM** that parcel of land, including improvements thereon, situated, lying and being in the City of Kernersville, County of Forsyth, State of North Carolina, and being more particular described as follows:

BEING ALL OF LOT NO. 473, AS SHOWN ON A RE-

**LEGALS**

CORDED PLAT ENTITLED CENTERBURY, SECTION 8-A, AS DEVELOPED BY FORTIS ENTERPRISES, INC. SAID PLAT BEING RECORDED IN PLAT BOOK 29, PAGE 9 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

Address of Property: 2161 Roughmont Lane, Kernersville, NC 27284

Present Record Owner: **Elizabeth Ramirez-Valladolid and Eduardo Carranza.**

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 hereinabove described 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 by law required.

If the 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 G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of termination.

The Hunoval Law Firm, PLLC, Attorney for Poore Substitute Trustee, LTD as Substitute Trustee  
By: Cameron D. Scott  
501 Minuet Lane, Suite 104-A  
Charlotte, NC 28217  
570.016374/VALLADOLID/CARRANZA FEI # 1082.00521

November 18, 25, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14 CVD 1241

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

TRACY L. WOLFE a/k/a  
TRACY WOLFE STRICKLAND,  
Defendant.

**NOTICE OF SALE OF REAL ESTATE**

By authority contained in the Judgment entered on the 12th day of August, 2014, in the above-captioned civil action, Blanco Tackabery & Matamoros, P.A., Commissioner, will offer for sale to the highest bidder at public auction in the area designated for public sales at the Forsyth County Hall of Justice in Winston-Salem, North Carolina, on **Tuesday December 2, 2014, at 2:00 p.m.**, the real estate located in the County of Forsyth, being more particularly described as follows:

**First: Building No. 430, Unit No. 430-D, of Vista Court Condominium, Section (or Phase) Seven, as shown on the Plans of Vista Court Condominium, Section (or Phase) Seven, recorded in Condominium Book 3, Pages 135 through 137 inclusive, in the Forsyth County, North Carolina Registry.**

**Second: An undivided 12.50 percentage interest in and to the "Common Areas and Facilities" as referred to in said Declaration of Condominium appurtenant to the aforesaid Unit, said "Common Areas and Facilities" being more particularly described in the Declaration of Condominium and in the Plans of Vista Court Condominiums Section (or Phase) Seven, recorded in Condominium Book 3, Pages 135 through 137 inclusive, Forsyth County, North Carolina Registry.**

**Together with all rights and easements appurtenant to said unit as specifically enumerated in said Declaration of Condominium, the Articles of Incorporation and Bylaws of Vista Court Association, Inc., and the Bylaws of Vista Court, Section (or Phase) Seven Association, recorded simultaneously with said Declaration of Condominium and said Articles of Incorporation and respective Bylaws. Included in said restrictions is a prohibition of use of the Unit for non-residential purpose.**

**Tax Block: 3456A Tax Lot: 430D**

The sale shall be made subject to any and all taxes, including taxes which are a lien against the property though not yet due or payable, and any special assessments, easements, rights of way, restrictions of record, and prior deeds of trust. The sale shall be made without warranty of any kind, including any warranty as to the physical or environmental condition of the real estate sold.

The highest bidder at the sale may be required to make deposit by cash or check of up to five (5%) percent of the bid, or \$750.00, whichever is greater, at the time the bid is accepted, and the remaining balance upon confirmation of the sale.

The sale will be reported to the Court and will remain open for advance or upset bids for a period of ten (10) days. If no advance bids are filed with the Clerk of Court, the sale will be confirmed.

This the 12th day of November, 2014.

Blanco Tackabery & Matamoros, P.A., Commissioner  
M. Rachael Dimont, Esq.

OF COUNSEL:  
BLANCO TACKABERY & MATAMOROS, P.A.  
POST OFFICE DRAWER 25008  
WINSTON-SALEM, NC 27114-5008  
TELEPHONE: 336-293-9000  
FACSIMILE: 336-293-9030

November 18, 25, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14 CVD 1242

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

DIANNA S. JONES AND SELINA L. JONES,  
Defendants.

**NOTICE OF SALE OF REAL ESTATE**

By authority contained in the Judgment entered on the 12th day of August, 2014, in the above-captioned civil action, Blanco Tackabery & Matamoros, P.A., Commissioner, will offer for sale to the highest bidder at public auction in the area designated for public sales at the Forsyth County Hall of Justice in Winston-Salem, North Carolina, on **Tuesday, December 2, 2014, at 2:00 p.m.**, the real estate located in the County of Forsyth, being more particularly described as follows:

**First: Building No. 410, Unit No. 410C, of Vista Court Condominium, Section (or Phase) Seven, as shown on the Plans of Vista Court Condominium, Section (or Phase) Seven, recorded in Condominium Book**

**LEGALS**

**3, Pages 167 through 169 inclusive, in the Forsyth County, North Carolina Registry.**

**Second: An undivided 4.167 percentage interest in and to the "Common Areas and Facilities" as referred to in said Declaration of Condominium, appurtenant to the aforesaid Unit, said "Common Areas and Facilities" being more particularly described in the Declaration of Condominium and in the Plans of Vista Court Condominium, Section (or Phase) Seven, recorded in Condominium Book 3, Pages 167 through 169, inclusive, Forsyth County, North Carolina Registry.**

**Together with all rights and easements appurtenant to said Unit as specifically enumerated in said Declaration of Condominium, the Articles of Incorporation and Bylaws of Vista Court Association, Inc., and the Bylaws of Vista Court, Section (or Phase) Seven Association, recorded simultaneously with said Declaration of Condominium and subject to regular and special assessments, limitations and restrictions contained in said Declaration of Condominium and said Articles of Incorporation and respective Bylaws. Included in said restrictions is a prohibition of use of the Unit for non-residential purpose.**

The sale shall be made subject to any and all taxes, including taxes which are a lien against the property though not yet due or payable, and any special assessments, easements, rights of way, restrictions of record, and prior deeds of trust. The sale shall be made without warranty of any kind, including any warranty as to the physical or environmental condition of the real estate sold.

The highest bidder at the sale may be required to make deposit by cash or check of up to five (5%) percent of the bid, or \$750.00, whichever is greater, at the time the bid is accepted, and the remaining balance upon confirmation of the sale.

The sale will be reported to the Court and will remain open for advance or upset bids for a period of ten (10) days. If no advance bids are filed with the Clerk of Court, the sale will be confirmed.

This the 12th day of November, 2014.

Blanco Tackabery & Matamoros, P.A., Commissioner  
M. Rachael Dimont, Esq.

OF COUNSEL:  
BLANCO TACKABERY & MATAMOROS, P.A.  
POST OFFICE DRAWER 25008  
WINSTON-SALEM, NC 27114-5008  
TELEPHONE: 336-293-9000  
FACSIMILE: 336-293-9030

November 18, 25, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14 SP 1036

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

TRACY L. WOLFE a/k/a  
TRACY WOLFE STRICKLAND,  
Defendant.

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14 CVD 1241

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

TRACY L. WOLFE a/k/a  
TRACY WOLFE STRICKLAND,  
Defendant.

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14 CVD 1241

By authority contained in the Judgment entered on the 12th day of August, 2014, in the above-captioned civil action, Blanco Tackabery & Matamoros, P.A., Commissioner, will offer for sale to the highest bidder at public auction in the area designated for public sales at the Forsyth County Hall of Justice in Winston-Salem, North Carolina, on **Tuesday December 2, 2014, at 2:00 p.m.**, the real estate located in the County of Forsyth, being more particularly described as follows:

**First: Building No. 430, Unit No. 430-D, of Vista Court Condominium, Section (or Phase) Seven, as shown on the Plans of Vista Court Condominium, Section (or Phase) Seven, recorded in Condominium Book 3, Pages 135 through 137 inclusive, in the Forsyth County, North Carolina Registry.**

**Second: An undivided 12.50 percentage interest in and to the "Common Areas and Facilities" as referred to in said Declaration of Condominium appurtenant to the aforesaid Unit, said "Common Areas and Facilities" being more particularly described in the Declaration of Condominium and in the Plans of Vista Court Condominiums Section (or Phase) Seven, recorded in Condominium Book 3, Pages 135 through 137 inclusive, Forsyth County, North Carolina Registry.**

**Together with all rights and easements appurtenant to said unit as specifically enumerated in said Declaration of Condominium, the Articles of Incorporation and Bylaws of Vista Court Association, Inc., and the Bylaws of Vista Court, Section (or Phase) Seven Association, recorded simultaneously with said Declaration of Condominium and said Articles of Incorporation and respective Bylaws. Included in said restrictions is a prohibition of use of the Unit for non-residential purpose.**

The sale shall be made subject to any and all taxes, including taxes which are a lien against the property though not yet due or payable, and any 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 Silena A. Santos and Erasmo O. Alviar, Jr.,

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.

The sale will be reported to the Court and will remain open for advance or upset bids for a period of ten (10) days. If no advance bids are filed with the Clerk of Court, the sale will be confirmed.

This the 12th day of November, 2014.

Blanco Tackabery & Matamoros, P.A., Commissioner  
M. Rachael Dimont, Esq.

OF COUNSEL:  
BLANCO TACKABERY & MATAMOROS, P.A.  
POST OFFICE DRAWER 25008  
WINSTON-SALEM, NC 27114-5008  
TELEPHONE: 336-293-9000  
FACSIMILE: 336-293-9030

November 18, 25, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14SP1198

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

DIANNA S. JONES AND SELINA L. JONES,  
Defendants.

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY HELEN JOANNE AMMEN DATED FEBRUARY 24, 2006 AND RECORDED IN BOOK RE 2642 AT PAGE 4095 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

**LEGALS**

at the usual place of sale at the county courthouse of said county at **12:00PM on December 1, 2014** 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 all of Lot 40 as shown on the map of Stonewood Phase II as recorded in Plat Book 28 at Page 144 in the Office of the Register of Deeds for Forsyth County, North Carolina

And Being more commonly known as: **1837 Stonewood Rd., Winston Salem, NC 27103**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Helen Joanne Ammen.

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 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November 7, 2014.

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

**14-063089**

November 18, 25, 2014

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
14SP1215

VISTA COURT ASSOCIATION, INC.,  
Plaintiff,  
vs.

TRACY L. WOLFE a/k/a  
TRACY WOLFE STRICKLAND,  
Defendant.

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY RAINBOW PROPERTIES DATED OCTOBER 31, 1984 AND RECORDED IN BOOK 1462 AT PAGE 1097 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 December 4, 2014** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Unit #22, Building #2 as shown on a plat or plats entitled "Georgetown Condominiums" as recorded in Unit Ownership File 1, at Pages 177-181 inclusive, and as recorded and corrected in Condominium and Unit Ownership File 1, at Page 182 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 and easements appurtenant to said Unit as specifically enumerated in the "Declarations of Georgetown Condominiums" (which specifically includes a 74 percent undivided fee simple ownership interest in and to the Common Areas of Georgetown Condominiums) issued by Georgetown Partners, Forsyth County, North Carolina, in Book 1381 at Pages 1531 et seq on December 28, 1982 at 9:34 o'clock am, and pursuant thereto membership in the Georgetown Condominium Homeowners Association, Inc., a North Carolina Non-Profit Corporation.

And Being more commonly known as: **631 Gunston Ct Apt F, Winston Salem, NC 27106**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Georgetown Condominiums Homeowners' Association, Inc.

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 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November

**LEGALS**

**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 10 days written notice to the landlord. 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 November 7, 2014.

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

**12-033568**

November 18, 25, 2014

\*\*\*\*\*  
IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**14SP1332**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY CATHERINE B. NEWSOME DATED APRIL 10, 2003 AND RECORDED IN BOOK 2342 AT PAGE 1117 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 December 1, 2014** 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:

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF FORSYTH AND THE STATE OF NORTH CAROLINA IN DEED BOOK 1772 AT PAGE 3501 AND DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON STAKE IN THE NORTHWEST RIGHT OF WAY LINE OF U. S. HIGHWAY NO. 311, SAID STAKE BEING IN THE LINE OF W. H. SWAIN HEIRS, AND RUNS THENCE WITH THE LINES OF SAID SWAIN HEIRS THE TWO FOLLOWING COURSES AND DISTANCES NORTH 88 DEGREES 30' WEST 350 FEET AND NORTH 2 DEGREES 15' EAST 97 FEET TO A LARGE WHITE OAK, A NEW CORNER WITH N. L. WHICKER; THENCE WITH THE LINES OF SAID WHICKER THE THREE FOLLOWING COURSES AND DISTANCES; NORTH 78 DEGREES 35' EAST 173.4 FEET, NORTH 58 DEGREES 00' EAST 115 FEET, AND SOUTH 45 DEGREES 45' EAST 200 FEET TO AN IRON STAKE IN THE RIGHT OF WAY MARGIN OF U. S. HIGHWAY NO. 311; THENCE WITH SAID RIGHT OF WAY SOUTH 45 DEGREES 10' WEST 100 FEET TO THE BEGINNING, CONTAINING 1.48 ACRES, MORE OR LESS.

And Being more commonly known as: **3790 New Walkertown Rd, Winston Salem, NC 27105**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWABS Series 2003-BC4.

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 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November 7, 2014.

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

**10-004852**

November 18, 25, 2014

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**14 SP 1338**

**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 Gary A. Johnson, III to W.R. Starkey, Jr., Trustee(s), which was dated May 15, 2009 and recorded on May 15, 2009 in Book 2890 at Page 4031, 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 **December 2, 2014 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 8, Woodrun, Section 1, according to the plat thereof, recorded in Plat Book 25, Page 13, 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 748 Crooked Run Road, Rural Hall, NC 27045.

**THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1).** 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.

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

**LEGALS**

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 Gary A Johnson III.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 13-26528-FC02**

November 18, 25, 2014

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**14SP1356**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JUAN F. ROCHA AND SONIA I. BENAVIDES DATED MAY 8, 2013 AND RECORDED IN BOOK RE 3121 AT PAGE 3623 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 December 4, 2014** 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 all of Lot 14 of Glanstone, Phase 1, as shown on the plat recorded in Plat Book 54, Pages 94-95, in the Office of the Register of Deeds of Forsyth County, North Carolina.

And Being more commonly known as: **1118 Daylilly Ct, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Juan F. Rocha and Sonia I. Benavides.

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 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November 14, 2014.

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

**14-063391**

November 18, 25, 2014

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**14 SP 1362**

**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 Wilhemina D. Rogers to John L. Matthews or Timothy M. Bartosh, Trustee(s), which was dated May 19, 2005 and recorded on May 20, 2005 in Book RE 2566 at Page 2791, 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 **December 2, 2014 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 15 as shown on the Map of Canaan Place North, Phase 1, which is recorded in Plat Book 43 at Page 131 in the Office of the Register of Deeds of Forsyth County, North Carolina, to which further reference 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 4407 Canaan Place Drive, Winston Salem, NC 27105.

**THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1).** 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.

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,

**LEGALS**

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 Wilhemina D Rogers.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 10-39765-FC02**

November 18, 25, 2014

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**14 SP 1363**

**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 Betty M. Schuyler and H. D. Schuyler to LandAmerica (One Stop), Trustee(s), which was dated September 22, 2006 and recorded on April 25, 2007 in Book RE 2747 at Page 2073, 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 **December 2, 2014 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

The following described real property situate in the Township of Winston, County of Forsyth, and State of North Carolina, to wit:

A tract or parcel of land in the County of Forsyth and State of North Carolina, in Winston Township, and bounded as follows:

BEGINNING at an iron stake in the east line of Fleet Street, said stake being South 85 deg. 30 min. East 32 feet from an iron stake in the west line of said street, the said latter stake being 1120 feet northwardly from Mitchell Street; running thence along the east line of Fleet Street North 2 deg. 30 min. East 66 feet to a stake; thence South 85 deg. 30 min. East 151.6 feet to a stake; thence South 2 deg. 40 min. West 66 feet to a stake; thence North 85 deg. 30 min. West 151.40 feet to the BEGINNING; being a part of the City and, sometimes designated as a portion of Block 3851 on the Southfork Township Tax Map. Being Lot No. 23 on unrecorded map of C. W. Myers Trading Post, Inc. part of Chitty Land, made by W. O. Doggett in September of 1960.

By Fee Simple Deed from J. F. Whitaker and his wife Margaret H. Whitaker as set forth in Deed Book 0979, Page 581 and recorded on 2/19/1969, Forsyth County Records.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 3025 Fleet Street, Winston Salem, NC 27127.

**THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1).** 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.

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 Betty M. Schuyler.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 14-01502-FC02**

November 18, 25, 2014

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**14 SP 1374**

**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 Margaret L. Styers to Randolph and Moir, Trustee(s), which was dated March 26, 2009 and recorded on April 7, 2009 in Book RE 2883 at Page 2010, 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

**LEGALS**

courthouse for conducting the sale on **December 2, 2014 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. 63, as shown on a recorded plat entitled Hope Valley, Section 2, said plat being recorded in Plat Book 22, Page 100, 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 3011 Prytania Road, Winston Salem, NC 27106.

**THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1).** 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.

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

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 14-09623-FC01**

November 18, 25, 2014

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**14 SP 1388**

**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 Joseph Terry and Brooke Terry to Peter F. Makowiecki, Trustee(s), which was dated April 21, 2008 and recorded on April 25, 2008 in Book RE 2827 at Page 2935, 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 **December 2, 2014 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 19 AS SHOWN ON THE MAP OF COVINGTON RIDGE SUBDIVISION, SECTION 2, RECORDED IN PLAT BOOK 36, PAGE 95, 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 517 Covington Ridge Road, Winston Salem, NC 27107.

**THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX, AND THE COURT COSTS OF FORTY-FIVE CENTS (45¢) PER ONE HUNDRED DOLLARS (\$100.00) PURSUANT TO NCGS 7A-308(a)(1).** 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.

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 Joseph Terry and wife, Brooke Terry.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that 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.: 10-24794-FC02**

November 18, 25, 2014

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**14SP1359**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY TODD R. HAGER AND DANA S