

# Kernersville News

## Legal Notices

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Kernersville News, Thursday, November 29, 2018

### LEGALS

#### \*\*\*\* NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of PRISCILLA ANN LUGO, also known as Priscilla A. Lugo, 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: Lynne R. Holton, Esq., Public Administrator, Holton Law Firm, PLLC, 857 West Fifth Street, Winston-Salem, NC 27101, on or before the 15th day of February, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to this said estate will please make immediate payment.

This the 2<sup>nd</sup> day of November, 2018.  
Lynne R. Holton, Esq., Public Administrator of the Estate of Priscilla Ann Lugo, deceased.  
Lynne R. Holton, Esq.  
HOLTON LAW FIRM, PLLC  
857 West Fifth Street  
Winston-Salem,  
North Carolina 27101  
336-777-3480  
336-722-3480 - fax

November 8, 15, 22, 29, 2018

#### \*\*\*\* NORTH CAROLINA FORSYTH COUNTY

#### EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Donald Frederick Doub, AKA Donald Fredrick Doub, AKA Donald F. Doub, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before February 15, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 8th day of November, 2018.

Lynn Linville  
Executor of the  
Estate of Donald Frederick Doub, AKA Donald Fredrick Doub, AKA Donald F. Doub, deceased  
c/o Bryan C. Thompson, Esq.,  
SURREATT THOMPSON & CEBERIO, PLLC  
Attorney for Administrator  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

November 8, 15, 22, 29, 2018

#### \*\*\*\* CREDITOR'S NOTICE

Having qualified as Executor of the Estate of Jerry Wayne Lawson, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to the undersigned on or before the 11th day of February, 2019, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 8th day of November, 2018.

Tina Trivette Lawson, Executor  
Estate of Jerry Wayne Lawson  
Jerry Rutledge, Attorney at Law  
P. O. Box 617  
Walnut Cove, NC 27052

November 8, 15, 22, 29, 2018

#### \*\*\*\* NORTH CAROLINA FORSYTH COUNTY

#### NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Stanley Owen Sabon, also known as Stanley Owen Sabon, Sr., late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before February 10, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 8th day of November, 2018.

Stanley Owen Sabon, Jr., Administrator  
2171 Dave Street  
Winston-Salem, NC 27127

Law Office of Jeffrey J. Berg  
401 West Center Street  
Lexington, NC 27292

November 8, 15, 22, 29, 2018

#### \*\*\*\* CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Charles Daniel Edwards aka Charles D. Edwards, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 15th day of February, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 15th day of November, 2018.

Palmer Edwards, Executor of the  
Estate of Charles Daniel Edwards  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101

Marcus L. Moxley, Esquire  
EDWARDS CRAVER VEACH PLLC  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101  
Telephone No. (336) 607-7384

November 15, 22, 29, December 6, 2018

#### \*\*\*\* CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Joseph W. Everhardt, aka Joseph William Everhardt, Joseph William Everhardt, Jr. and Joseph W. Everhardt, Jr., deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 15th day of February, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 15th day of November, 2018.

Mary Jane E. Everhardt, Executor of the  
Estate of Joseph W. Everhardt  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101

Marcus L. Moxley, Esquire  
EDWARDS CRAVER VEACH PLLC  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101  
Telephone No. (336) 607-7384

November 15, 22, 29, December 6, 2018

#### \*\*\*\*

### LEGALS

#### NORTH CAROLINA FORSYTH COUNTY

#### NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Mary M. Hiatt, also known as Mary Morris Hiatt and Mary Frances Morris Hiatt, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before February 17, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 15th day of November, 2018.

Lavena Jean Hiatt  
1013 Watson Avenue  
Winston-Salem, NC 27103

November 15, 22, 29, December 6, 2018

#### \*\*\*\* NOTICE TO CREDITORS

Having qualified as Executor of the Estate of RICHARD HENRY HYMAN, also known as Richard H. Hyman, 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: Lynne R. Holton, Public Administrator, Holton Law Firm, PLLC, 857 West Fifth Street, Winston-Salem, NC 27101, on or before the 20th day of February, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to this said estate will please make immediate payment.

This the 7th day of November, 2018.  
Lynne R. Holton, Public Administrator for the Estate of Richard Henry Hyman, deceased.  
Lynne R. Holton, Esq.  
HOLTON LAW FIRM, PLLC  
857 West Fifth Street  
Winston-Salem,  
North Carolina 27101  
336-777-3480  
336-722-3480 - fax

November 15, 22, 28 and December 6, 2018.

#### \*\*\*\* NORTH CAROLINA FORSYTH COUNTY

#### NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Jayvontaye Coderio Johnson, also known as Jayvontaye Johnson, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before February 17, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 15th day of November, 2018.

Kelley Michelle Ham  
922 Goldfoss St.  
Winston-Salem, NC 27107

November 15, 22, 29, December 6, 2018

#### \*\*\*\* NORTH CAROLINA FORSYTH COUNTY

#### PUBLIC ADMINISTRATOR'S NOTICE

Having qualified as Public Administrator of the Estate of Orlando Navarro Jones, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before February 22, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 15th day of November, 2018.

Bryan C. Thompson, Esq.,  
Public Administrator, of the Estate of  
Orlando Navarro Jones  
SURREATT THOMPSON & CEBERIO, PLLC  
210 S. Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

November 15, 22, 29, December 6, 2018

#### \*\*\*\* 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 Ransome E. Gillespie and Ann Hudspeth Gillespie, in the original amount of \$104,975.00, payable to Approved Federal Savings Bank, dated November 26, 2001 and recorded on November 29, 2001 in Book 2215 at Page 1632, Forsyth County Public Registry, North Carolina.

Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Stone Trustee Services, LLC having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Forsyth County, North Carolina, on **December 5, 2018 at 2:00 pm**, and will sell to the highest bidder for cash the following described property, to wit:

TRACT I:  
BEGINNING AT AN IRON STAKE IN THE NORTH LINE OF SHATTALON DRIVE THE SOUTHEAST CORNER OF MRS. MYRTLE F. BOGER PROPERTY; RUNNING THENCE WITH THE EAST LINE OF SAID BOGER PROPERTY NORTH 12 DEGREES 53' EAST 225.0 FEET TO AN IRON STAKE THE NORTHEAST CORNER OF SAID BOGER PROPERTY; THENCE ALONG A NEW LINE SOUTH 82 DEGREES 27' EAST 25.0 FEET TO AN IRON STAKE A NEW CORNER; THENCE ALONG ANOTHER NEW LINE SOUTH 12 DEGREES 53' WEST 229.2 FEET TO AN IRON STAKE IN THE NORTH LINE OF SHATTALON DRIVE; THENCE WITH THE NORTH LINE OF SHATTALON DRIVE NORTH 77 DEGREES 18' WEST 25.0 FEET TO THE PLACE OF BEGINNING.

BEING KNOWN AND DESIGNATED AS A SOUTHWEST PORTION OF JAMES F. GANT, JR. PROPERTY, RECORDED IN DEED BOOK 709, PAGE 115-117, OFFICE OF THE REGISTER OF DEEDS, FORSYTH COUNTY, NORTH CAROLINA. SEE DEED BOOK 764, PAGE 381, FORSYTH COUNTY REGISTRY.

TRACT II:  
BEGINNING AT AN IRON STAKE IN THE NORTH LINE OF SHATTALON DRIVE, 381.6 FEET NORTHWARDLY FROM THE NORTHWEST INTERSECTION OF SHATTALON DRIVE AND JAMES STREET AND BEING THE SOUTHWEST CORNER OF JAMES F. GANT, JR. PROPERTY; RUNNING THENCE WITH THE NORTH LINE OF SHATTALON DRIVE NORTH 77 DEGREES 18' WEST 90.0 FEET TO AN IRON STAKE, A NEW CORNER; THENCE ALONG A NEW LINE NORTH 12 DEGREES 53' EAST 225.0 FEET TO AN IRON STAKE ANOTHER NEW CORNER; THENCE ALONG ANOTHER NEW LINE SOUTH 77 DEGREES 18' EAST 90.0 FEET TO AN IRON STAKE IN THE WEST LINE OF JAMES F. GANT, JR. PROPERTY; THENCE WITH THE WEST LINE OF SAID GANT PROPERTY SOUTH 12 DEGREES 53' WEST 225.0 FEET TO THE PLACE OF BEGINNING.

### LEGALS

BEING KNOWN AND DESIGNATED AS A SOUTHEAST PORTION OF THE JOHN E. HAUSER PROPERTY FRONTING ON SHATTALON DRIVE, RECORDED IN DEED BOOK 709, PAGE 114, QUITCLAIM DEED, BOOK 709, PAGE 116, OFFICE OF THE REGISTER OF DEEDS, FORSYTH COUNTY, N.C. SEE DEED BOOK 729, PAGE 239, FORSYTH COUNTY REGISTRY.

Tax ID: 6818-73-5741.00

Said Property is commonly known as 5479 Shattalon Drive, Winston Salem, NC 27106  
Third party purchasers must pay the excise tax, pursuant North Carolina General Statutes §105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to North Carolina General Statutes §7A-308, in the amount of Forty-five Cents (0.45) per each One Hundred Dollars (\$100.00) or major fraction thereof, of the final sale price. If the Clerk of Court's fee determined by the formula is less than Ten Dollars (\$10.00), a minimum Ten Dollar (\$10.00) fee will be collected. If the Clerk of Court's fee determined by the formula is more than Five Hundred Dollars (\$500.00), a maximum Five Hundred Dollar (\$500.00) fee will be collected. A deposit of five percent (5%) of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

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

PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to North Carolina General Statutes §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination (North Carolina General Statutes §45-21.16A(b)(2)). Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of termination. If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the Substitute Trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

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

November 22, 29, 2018

#### \*\*\*\* IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION FORSYTH COUNTY 18sp1322

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY CAROLYN MAE SMITH DATED APRIL 7, 2014 AND RECORDED IN BOOK RE 3173 AT PAGE 3838 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

#### NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on December 6, 2018** 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 following described property:

All that certain lot or parcel of land in Forsyth County, North Carolina in Vienna Township and more particularly described as follows:

Being known and designated as Lot 10 as shown on Map of Forest Lakes, Section 3 recorded in Plat Book 23 at Page 157 in the Office of the Register of Deeds of Forsyth County, North Carolina.

And Being more commonly known as: **2530 Lakespring Ct, Winston Salem, NC 27106**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Carolyn Mae Smith.

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

### LEGALS

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

The date of this Notice is November 15, 2018.

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

18-101876

November 22, 29, 2018

#### \*\*\*\* 18 SP 420

#### AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Jose R. DeCastro, William Mason Osborne and Lourdes R. Osborne a/k/a Lourdes Osborne to Brooks, Pierce, McLeLendon, Humphrey & Leonard, L.L., Trustee(s), which was dated February 17, 2006 and recorded on February 17, 2006 in Book RE 2639 at Page 3504, 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 7, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

THOSE certain premises comprising a portion of Burke Creek Condominium, said Condominium having been established under Chapter 47-C of the North Carolina General Statutes ( North Carolina Condominium Act) and the Declaration of Condominium dated May 19, 1997, and recorded May 29, 1997, in Book 1948, Page 2995, (Building #3); as amended by Amendment to Declaration of Condominium dated June 11, 1997, and recorded June 13, 1997, in Book 1951, Map 4, 1109 (Building #2, Map 2); as amended by Amendment to Declaration of Condominium dated October 6, 1997, and recorded October 27, 1997, in Book 1970, Page 2926 (Building #1, Map 3); as amended by Amendment to Declaration of Condominium dated November 19, 1997, and recorded December 22, 1997, in Book 1978, Page 2447 (Building #5, Map 4); and as amended by Amendment to Declaration of Condominium dated February 9, 1998, and recorded March 4, 1998, in Book 1989, Page 2708, (Building #7, Map 5); all in the Office of the Register of Deeds of Forsyth County, North Carolina (the "Declaration"), the premises hereby conveyed being more particularly described as follows:

1. Unit No. 731, in Building #7, Map 5, of Burke Creek Condominium (the "Unit"), as described in the Declaration and as shown on the Plan of Condominium which is recorded in Condominium Plat Book 5, Pages 31-32 of the Forsyth County Registry; and

2. Units Allocated Interest in all Common Elements of the Condominium, including the buildings and the improvements on the land described in the Declaration and as shown on the Plan of Condominium for Building #3, recorded in Condominium Plat Book 5, Pages 5 - 7; on the Plan of Condominium for Building #3, Map 2, recorded in Condominium Plat Book 5, Pages 8 - 9; on the Plan of Condominium for Building #1, Map 3, recorded in Condominium Plat Book 5, Pages 14 - 15; on the Plan of Condominium for Building #8, Map 4, recorded in Condominium Plat Book 5, Pages 19 - 20; and on the Plan of condominium for Building #7, Map 5, recorded in Condominium Plat Book 5, Pages 31 - 32; all in the Forsyth County Registry;

together with the right of ingress to and egress from said property and the right to use, for all purposes, in common with the Grantor, its successors and assigns, and all other occupants from time to time, any and all portions of Burke Creek Condominium designated by the Declaration as "Common Elements."

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

Said property is commonly known as 731 Rivertree Lane, Winston Salem, NC 27103.

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

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

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

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

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

### LEGALS

#### File No.: 18-01438-FC01

November 22, 29, 2018

#### \*\*\*\*

18 SP 440

#### AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Sharon H. Kerr to Constance R. Stuenkel, Trustee(s), which was dated December 23, 2002 and recorded on December 30, 2002 in Book 2309 at Page 4157, 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 7, 2018 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 being a parcel of land taken from an acreage tract now designated as Lot 2B, Tax Block 3232, in the Forsyth County Tax Office, and further described in Deed Book 580, Page 201, of the Forsyth County Register of Deeds, Winston-Salem, NC.

BEGINNING at a point in the Western right-of-way line of Williston Road, said point being located North 22 deg. 00 min. East 100.0 feet from an iron, the Northeast corner of Lot 2A, Tax Block 3232, of Earl B. Hester and wife, Helen B. Hester, thence from point of beginning North 85 deg. 34 min West 220.0 feet to an iron; thence North 22 deg. 00 min. East 115.0 feet to an iron; thence South 85 deg. 34 min. East 220 feet to an iron; thence continuing South along the Western right-of-way line of Williston Road, South 22 deg. 00 min. West 115.0 feet to an iron, the point and place of BEGINNING.

Being in all respects the same property as that conveyed to Sharon H. Kerr and husband, Willie O. Kerr, in Book 1672, page 1336, 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 3168 Williston Road, Walkertown, NC 27051.

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

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

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



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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 7, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

ALL THAT CERTAIN PARCEL OF LAND IN WINSTON TOWNSHIP, FORSYTH COUNTY, STATE OF NC, AS MORE FULLY DESCRIBED IN BOOK 1410 PAGE 1586, BEING KNOWN AND DESIGNATED AS LOT 2 MAP OF MORNINGSIDE MANOR, SECTION 8, AREA C, FILED IN PLAT BOOK 24 AT PAGE 101.

BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM HOUSING AUTHORITY OF THE CITY OF WINSTON-SALEM TO WILLIE L. GILES AND LUCILLE B. GILES, DATED 08/15/1983 RECORDED ON 08/31/1983 IN BOOK 1410, PAGE 1586 IN FORSYTH COUNTY RECORDS, STATE OF NC.

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

Said property is commonly known as 1659 Marble Street, Winston Salem, NC 27107.

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

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

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

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

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

File No.: 18-09428-FC02

November 22, 29, 2018

**NORTH CAROLINA  
FORSYTH COUNTY**

**NOTICE TO CREDITORS**

Having qualified as Administrator of the Estate of William Richard Edmond, also known as William R. Edmond and William Richard Edmond, Sr., late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before March 1, 2019, or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment to the undersigned.

This the 29th day of November, 2018.

Denise Boston Edmond  
4649 Tobacco Street  
Winston-Salem, NC 27106

November 29, December 6, 13, 20, 2018

**NORTH CAROLINA  
FORSYTH COUNTY**

**ADMINISTRATOR'S NOTICE**

Having qualified as Administrator of the Estate of Helena Wilson Smith, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before March 8, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 29th day of November, 2018.

Bryan C. Thompson  
Administrator of the  
Estate of Helena Wilson Smith, deceased  
SURRETT THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

November 29, December 6, 13, 20, 2018

**NOTICE TO CREDITORS**

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Barbara B. Owens, also known as Barbara Jean Vanhoy, Barbara Owens, Barbara Vanhoy, Barbara J. Vanhoy, Barbara Blackburn, Barbara Jean Roberson, Barbara Roberson and Barbara Blackburn Roberson, deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 109 East Mountain Street, Suite D, Kernersville, N.C., 27284, on or before the 28th day of February, 2019 or this Notice will be pleaded in bar of their recovery.

All persons indebted to said estate will please make immediate payment to the undersigned at the above address.

This the 27th day of November, 2018.

Donald E. Roberson, Executor  
Estate of Barbra B. Owens

Joseph D. Orenstein  
Attorney at Law  
Coltrane Grubbs Orenstein, PLLC  
109 East Mountain Street  
Suite D  
P.O. Box 1062  
Kernersville, NC 27285-1062

November 29, December 6, 13, 20, 2018

**NOTICE OF PROCEEDING AND SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA**

## LEGALS

**COUNTY OF FORSYTH  
IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO. 18 SP 1473**

Tammy Cheryl Hildebrand, Gerhard Abraham Hildebrand, Petitioners

For the Adoption of Willow McKenzie Hildebrand, D.O.B. December 17, 2012

To: Unknown Father of Adoptee, a minor female child born December 17, 2012 in Forsyth County, NC

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-entitled special proceeding. The nature of the relief being sought is as follows: adoption of the above-referenced child born to Chelsea Jordan Hildebrand. The date of conception is approximately March 17, 2012. The father is Caucasian. The grandparents are seeking adoption as the mother passed away on October 9, 2015.

You are required to make defense to such pleading not later than January 9, 2019; upon your failure to do so, any parental rights you may have will be terminated upon the entry of the order of adoption.

This the 29th day of November, 2018.

Ronald D. Payne II, Esq.  
Attorney for the Petitioner  
Apple Payne Law  
NC Bar No. 43126  
336-283-6198 (office)  
855-812-8332 (toll-free fax)  
ronpayne@applepaynelaw.com

November 29, December 6, 13, 2018

**COUNTY OF FORSYTH  
IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
18sp1330**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY NATHANIEL HAIRSTON, JR. AND TAWKEYA HAIRSTON DATED MAY 14, 2007 AND REC-ORDED IN BOOK 2752 AT PAGE 3535 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

### NOTICE OF SALE.

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on December 13, 2018** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED AS LOT NUMBER 11 IN BLOCK "R", AS SHOWN ON THE MAP OF ROBIN HOOD TRAILS, SECTION 1, AS RECORDED IN PLAT BOOK 18, AT PAGE 49, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

And Being more commonly known as: **3232 Robinhood Rd, Winston Salem, NC 27106**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Nathaniel Hairston, Jr and Tawkey Hairston.

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 au-thorized representative of either Trustee or the holder of the note make any representation or war-ranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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

The date of this Notice is November 8, 2018.

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

15-072462

November 29, December 6, 2018

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

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Andrew Pelletier to Old Republic National Title Insurance Company, Trustee(s), which was dated February 17, 2018 and recorded on February 23, 2018 in Book RE 3391 at Page 3385, 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 14, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

LEGAL DESCRIPTION BEING ALL OF LOTS 300 AND 301 AS SHOWN ON THE PLAT ENTITLED SMITH FARM, PHASE 3B, RECORDED IN PLAT BOOK 51, PAGE 119, FORSYTH COUNTY, NORTH CAROLINA.

Also known as 567 Troy Landing, Winston-Salem, NC 27107

Parcel ID #s 3865-20-6020 & 6864-29-5946

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

Said property is commonly known as 567 Troy Landing and 0.25-acre parcel adjacent to 567 Troy Landing, Winston Salem, NC 27107.

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

Said property to be offered pursuant to this Notice of

## LEGALS

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 Andrew Pelletier.

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

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

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

File No.: 18-18827-FC01

November 29, December 6, 2018

**18 SP 1349**

### 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 Karen M. Hudson and Tirrell R. Hudson to John H. Kornegay, Trustee(s), which was dated July 19, 2002 and recorded on July 19, 2002 in Book 2266 at Page 3893, 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 14, 2018 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 35 AS SHOWN ON THE MAP VIENNA WOODS, AS RECORDED IN PLAT BOOK 24 AT PAGE 170, 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 7571 Pine Trails Road, Pfafftown, NC 27040.

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

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

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

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

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

File No.: 18-18638-FC01

November 29, December 6, 2018

**18 SP 1351**

### 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 Teah Chinn and Andre Chinn to William R. Echols, Trustee(s), which was dated January 9, 2012 and recorded on April 16, 2012 in Book 3054 at Page 2161 and rerecorded/modified/ corrected on April 17, 2018 in Book 3399, Page 3379 and rerecorded/modified/corrected on June 7, 2018 in Book 3406, Page 3448, 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 14, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

SITUATED IN THE CITY OF KERNSVILLE, COUNTY OF FORSYTH, STATE OF NORTH CAROLINA:

## LEGALS

BEING KNOWN AND DESIGNATED AS LOT 9, AS SHOWN ON THE PLAT OF WEATHERSTONE, PHASE I, SECTION 2, AS RECORDED IN PLAT BOOK 50 PAGES 112 AND 113, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH 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 4435 Parkcrest Circle, Kernersville, NC 27284.

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

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

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

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

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

File No.: 18-04529-FC02

November 29, December 6, 2018

**SECOND NOTICE OF FORECLOSURE SALE  
FORSYTH COUNTY  
18 SP 968**

Under and by virtue of the power of sale contained in that certain deed of trust executed by MATTHEW RAY BOWMAN dated December 15, 2011 to FRANCES JONES, Trustee for BRANCH BANKING AND TRUST COMPANY, recorded in Book 3034, Page 3950, FORSYTH County Registry; default having been made in payment of the indebtedness thereby secured; and the necessary findings to permit foreclosure having been made by the Clerk of Superior Court of FORSYTH County, North Carolina; the undersigned Substitute Trustee will offer for sale at public auction to the highest bidder for cash, the property conveyed in said deed of trust, the same lying and being in the County of FORSYTH and State of North Carolina, and more particularly described as follows:

Being a tract or parcel of real property lying in Winston Township, Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 10A (Part of Building 10) as shown on the "As Build Survey for Hyde Place Townhomes" for Buildings 1-10 (as previously recorded in Plat Book 50 at Pages 126 and 127) as shown in Plat Book 51, at Page 126, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

This conveyance is made subject to Declaration of Covenants, Con-ditions and Restrictions recorded in Book 2735 at Page 1111 as amended in Book 2764 at Page 3049 and Book 2858 at Page 2115, in the Office of the Register of Deeds of Forsyth County, North Carolina, and any amendments or additions thereto, and Grantee, by acceptance of this deed, acknowledges Grantee's understanding that the above described property is conveyed subject to the Declaration of Covenants, Conditions and Restrictions referred to above, and is conveyed subject to the Rights to the Common Areas as set forth therein.

**PROPERTY ADDRESS/LOCATION:** 49 Hyde Place Circle Winston Salem NC 27103

**DATE OF SALE:** December 11, 2018

**TIME OF SALE:** 10:30 AM.

**LOCATION OF SALE:** FORSYTH County Courthouse

**RECORD OWNER(S):** Matthew Ray Bowman

**TERMS OF THE SALE:**  
(1) This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes and assessments for the year in which the sale occurs, as well as any prior years; (c) federal tax liens with respect to which proper notice was not given to the Internal Revenue Service; and (d) federal tax liens to which proper notice was given to the Internal Revenue Service and to which the right of redemption applies.  
(2) The property is being sold "as is". Neither the beneficiary of the deed of trust, nor the undersigned Substitute Trustee, makes any warranties or representations concerning the property, including but not limited to, the physical or environmental condition of the property. Further, the undersigned Substitute Trustee makes no title warranties with respect to the title to the property.

(3) The highest bidder will be responsible for the payment of revenue stamps payable to the Register of Deeds and any final court and/or auditing fees payable to the Clerk of Superior Court which are assessed on the high bid resulting from this foreclosure sale.  
(4) At the time of the sale, the highest bidder will be required to make a cash deposit of five percent (5%) of the bid, or \$750.00, whichever is greater, with the remaining balance of the bid amount to be paid on the day following the expiration of the applicable ten (10) day upset bid period.  
(5) Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.  
(6) An order for possession of the property being sold may be issued pursuant to N.C.G.S. §45-21.29 in favor of the purchaser and against the party or parties in possession, by the Clerk of Superior Court of the county in which the property is sold.

(7) If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Mortgagee's attorney, or the Substitute Trustee.

This the 13th day of November, 2018.

SMITH DEBNAM NARRON DRAKE  
SAINTSING & MYERS, L.L.P.  
Cara B. Williams, Attorney for

## LEGALS</