

Kernersville News

Legal Notices

Tuesday News, December 9, 2014

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LEGALS

NOTICE TO CREDITORS
NORTH CAROLINA
FORSYTH COUNTY

Having qualified as Executor of the Estate of Janie Lenora Parkins Stilling, also known as Janie Lenora Stilling, Janie L. Stilling, Jane P. Stilling, Jane Stilling, Jane Lenora Stilling, Jane Parkins Stilling and Janie P. Stilling, 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 20, 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 18th day of November, 2014

Nora Stilling Pauley
2101 Rougemont Lane
Kernersville, NC 27284

November 18, 25, December 2, 9, 2014

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
13SP2111

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MICHAEL E. DOUGLAS AND JEANETTE D. DOUGLAS DATED SEPTEMBER 6, 2002 AND RECORDED IN BOOK 2280 AT PAGE 3954 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 **1:00PM on December 15, 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:

BEGINNING at a stake in Broad Street, in Rural Hall, corner of W. E. Stauber's alley; running South 43° West 217.8 feet to the corner of J. F. Ledford lot; thence North 47° West 70 1/3 feet to corner of Ledford, Styers & Company lot; thence North 43° East 72.6 feet to an iron stake; thence South 47° East 3 2/3 feet to an iron stake; thence North 43° East 145.2 feet to an iron stake on Broad Street; thence South 47° East with Broad Street 66 2/3 feet to the Beginning. For further reference, see deed recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Deed Book 183, Page 151.

And Being more commonly known as: **8076 Broad Street, Rural Hall, NC 27045**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Michael Douglas and Jeanette Douglas.

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 4, 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/>

13-055082

December 2, 9, 2014

110 .019084 14-SP-1075

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 Dorothy Carter and Henry Carter, dated 07/23/2004 and recorded on 07/28/2004, in Book RE 2491 at Page 3136, 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 Walkertown, North Carolina, on **Wednesday, December 10, 2014 at 10:00 AM** that parcel of land, including improvements thereon, situated, lying and being in the City of Walkertown, County of Forsyth, State of North Carolina, and being more particularly described as follows:

Being known as Lots 36 and 37 on the Map of T.S. Morris property as recorded in plat book 8, page 149, Forsyth Co.

Address of Property: 2269 Amarillo Lane, Walkertown, NC 27051

Present Record Owner: **Dorothy Carter and Henry Carter.**

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 hereinbefore 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

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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
110.019084/CARTERFEI # 1082.00574

December 2, 9, 2014

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
14SP1303

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JO ANN MABE DATED OCTOBER 28, 2009 AND RECORDED IN BOOK RE 2918 AT PAGE 2869 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 11, 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 19, SECTION 4, WESTMORE HILLS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 18, PAGE 120, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

And Being more commonly known as: **1515 Berwick Rd, Winston Salem, NC 27103**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Jo Ann Mabe.

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 12, 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/>

14-063183

December 2, 9, 2014

14-SP-570 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 Brian J. Clark and Jessica F. Clark, dated June 25, 2008 and recorded on July 3, 2008 in Book No. RE 2842 at Page 3194 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, Winston-Salem, North Carolina on December 11, 2014 at 1:00 PM that parcel of land, including improvements thereon, situated, lying and being in the City of Winston-Salem, County of Forsyth, State of North Carolina, and being more particularly described in the above referenced Deed of Trust. Address of property: 109 Powers Road, Winston-Salem, NC 27106. Tax Parcel ID: 3425 214 Present Record Owners: Brian J. Clark and Jessica F. Clark. The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. The successful bidder shall be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax and costs of recording the Trustee's Deed. 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 for any reason the Trustee is unable to convey title to this property or the sale is set aside, the sole remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney or the Trustee. 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

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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 the termination. Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009. Rogers Townsend & Thomas, PC. Substitute Trustee (803)744-4444, 018351-00045 P1119821

December 2, 9, 2014

NOTICE TO CREDITORS
NORTH CAROLINA
FORSYTH COUNTY

Having qualified as Executor of the Estate of Eugene Thompson Eskridge, also known as Eugene T. Eskridge, 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 March 4, 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 2nd day of December, 2014

Richard Eskridge
6200 Habersham Dr.
Kernersville, NC 27284

December 2, 9, 16, 23, 2014

NOTICE TO CREDITORS
NORTH CAROLINA
FORSYTH COUNTY

Having qualified as Executor of the Estate of Thomas G. Leonard and Thomas Gabriel Leonard, 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 March 4, 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 2nd day of December, 2014

Raychelle Alisha Leonard
6730 Courtney Park Road #6306
Charlotte, NC 28217

December 2, 9, 16, 23, 2014

14 SP 1078

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 Dominic L. Ferri and Lisa C. Ferri to Mark P. Moir, Esquire, Trustee(s), which was dated July 13, 2001 and recorded on July 18, 2001 in Book 2188 at Page 1700, 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 23, 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. 122, as shown on the Plat of County Meadows, Section 2, as recorded in Plat Book 27, Page 120, in the Office of 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 1388 Apple Cross Court, Kernersville, NC 27284.

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 Dominic L. Ferri and wife, Lisa C. Ferri.

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.: 14-10627-FC01

December 9, 16, 2014

14 SP 1153

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in

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that certain Deed of Trust executed by Triad Home Equity of The Piedmont, LLC by managers Greg Harper, Joseph L. Thomasson and Douglas W. Johnsen to Douglas Douglas and Connie Lampieri, Trustee(s), which was dated August 31, 2005 and recorded on September 2, 2005 in Book RE 2597 at Page 4240, 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 23, 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 Number 38 as shown on the revised map of Somerset @ Wynbrook, as recorded in Plat Book 44, 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 2410 Somerset Place Drive, 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 Jennifer K. Harper.

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.: 13-17498-FC01

December 9, 16, 2014

14 SP 1376

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 Marleanna D. Poindexter to J Scott Oneal, Trustee(s), which was dated January 20, 2006 and recorded on January 24, 2006 in Book RE 2633 at Page 3570, 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 23, 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:

Located in Forsyth County, North Carolina and being all of Lot 85, as shown on the map of Home Acres Estates, which map is recorded in Plat Book 24, Page 115, Forsyth County Registry.

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

Said property is commonly known as 1519 Benbow Street, 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 Marleanna Poindexter.

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.: 14-18634-FC01

December 9, 16, 2014

14 SP 1378

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 Michael N. Absher to Union Service Corporation, Trustee(s), which was dated November 25, 2009 and recorded on November 25, 2009 in Book RE 2922 at Page 4238, 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 23, 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 Numbers 69, 70, 71 & 72 as shown on the map of Griffith School Heights, as recorded in Plat Book 10, Page 8(2) in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a particular description.

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

Said property is commonly known as 1323 Heather Lane, 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

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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 Angela Hutchins a/k/a Angela Watson a/k/a Angela W. Burris and Mark Hutchins.

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
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File No.: 14-17683-FC01

December 9, 16, 2014

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14 SP 1422

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 Wilhelm Windisch and Toni M. Windisch to Forsyth Trustee Services of Carolina, LLC, Trustee(s), which was dated June 7, 2007 and recorded on June 18, 2007 in Book RE 2761 at Page 2646, 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 23, 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 2 OF HANLEY PARK- PHASE ONE, AS SHOWN ON A MAP AND PLAT OF SAME WHICH IS RECORDED IN PLAT BOOK 46, PAGE 39 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

THE ABOVE-DESCRIBED PROPERTY IS PART OF THE PROPERTY DESCRIBED IN DEED BOOK 2277, PAGE 2723, FORSYTH COUNTY REGISTRY AND IS FURTHER KNOWN AND DESIGNATED AS TAX LOT 2 IN BLOCK 3242B ON THE FORSYTH COUNTY TAX MAPS.

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

Said property is commonly known as 4618 Beacon Park Lane, Walkertown, NC 27051.

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 Wilhelm Windisch and wife, Toni M. Windisch.

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
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File No.: 10-13636-FC04

December 9, 16, 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-1430

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM MARGARET S. HARRIS (DECEASED), TO C. THOMAS GRIGGS, TRUSTEE, DATED JANUARY 15, 2002 RECORDED IN BOOK 2226, PAGE 4766, FORSYTH COUNTY REGISTRY

NOTICE OF FORECLOSURE SALE

Pursuant to an order entered November 18, 2014, in the Superior Court for Forsyth County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash,

AT THE COURTHOUSE DOOR IN
WINSTON-SALEM, FORSYTH COUNTY,

LEGALS

NORTH CAROLINA
ON DECEMBER 18, 2014
11:00 AM

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

Lots number 4, 5, and 6 on that plat of The Pines, owned and developed by S. W. Garner. Reference to map recorded in Book 10, Page 52, in the Register's Office, Forsyth County, North Carolina, it being a part of the 22-acre tract of the J. H. Shamel property. Being in all respects the same property conveyed to Fowler-Harris Builders, Inc., by Deed recorded in Deed Book 910, Page 300.

The above property was conveyed to John Elliott Harris and wife, Elsie M. Harris, by Deed dated October 25, 1965, recorded in Deed Book 913, Page 213, in the office of the Register of Deeds of Forsyth County. John Elliott Harris acquired sole title in fee simple by survivorship, upon the death of his wife, Elsie M. Harris, December 11, 1969. The purpose of this conveyance is to place title in grantees as tenants by the entirety, pursuant to the provisions of G.S. 39-13.3.

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owners of the real property not more than ten days prior to the date hereof are Brenda Clinard, Joanne Clinard, Richard Clinard and Ronald Clinard. A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by nonwarranty deed.

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

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

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold; and

b. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

This 18th day of November, 2014.

SPRUILLCO, LLC
Deborah Sperati
Vice President
130 S. Franklin Street
P.O. Box 353
Rocky Mount, NC 27802
(252) 972-7067

December 9, 16, 2014

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