

Kernersville News Legal Notices

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Tuesday News, January 29, 2019

LEGALS

Notice to Creditors

Having qualified as Executor of the Estate of Courtney R. Slawter aka Courtney Roane Slawter aka Courtney Slawter, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 8th day of April, 2019, or this notice will be pleaded in bar of their recovery.

All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This 8th day of January, 2019.

B. Sutton Slawter, Executor
Estate of Courtney R. Slawter
c/o Craige Jenkins Lippert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Lippert & Walker, LLP

January 8, 15, 22, 29, 2019

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Donald W. Ilko, (also known as Donald Wilson Ilko; Don Ilko) late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of said decedent to present them to the undersigned at the office of his attorney set forth below, on or before April 9, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This 4th day of January, 2019.

Karel Louise Chandler
Executor for the Estate of
Donald W. Ilko

David W. Bailey, Jr., Attorney
Bailey & Thomas, PA
3069 Trenwest Dr., Suite 100
PO Box 52
Winston-Salem, NC 27102
Phone: (336) 725-8366
Fax: (336) 725-9206

January 8, 15, 22, 29, 2019

Notice to Creditors

Having qualified as Administrator of the Estate of Nancy Ellen Hope aka Nancy E. Hope, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 8th day of April, 2019 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This 8th day of January, 2019.

Bruce M. Hope, Administrator
Estate of Nancy Ellen Hope
c/o Craige Jenkins Lippert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Lippert & Walker, LLP

January 8, 15, 22, 29, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Anthony Raemon Prysock, 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 April 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 8th day of January, 2019.

Christopher Michael Prysock
8155 Rosberg Lane
Charlotte, NC 28216

January 8, 15, 22, 29, 2018

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of James Edward Campbell, also known as James E. Campbell and James Campbell, 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 April 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 8th day of January, 2019.

Gwendolyn Fonville Campbell
4881 Wallburg Landing Drive #206
Winston-Salem, NC 27107

January 8, 15, 22, 29, 2018

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Kathryn A. McCaully, also known as Kathryn Ann McCaully, Kathryn Ann Reiss, Kathryn A. Reiss, Kathryn McCaully, and Kathryn Reiss, late of 3323 Salemtowne Drive, Winston-Salem, North Carolina 27106, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 380 Knollwood Street, Suite 700, Winston-Salem, NC 27103-4152, on or before the 29th day of April, 2019 or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This 22nd day of January, 2019.

Thomas M. McCaully
Executor for the Estate of
Kathryn A. McCaully
380 Knollwood Street, Suite 700
Winston-Salem, NC 27103-4152

Edward E. Raymer, Jr., Esq.
ALLMAN SPRY DAVIS LEGGETT & CRUMPLER, P.A.
Post Office Drawer 5129
Winston-Salem, NC 27113-5129
Tel: (336) 722-2300

January 22, 29, February 5, 12, 2019

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 Tiara H. Jones

LEGALS

to Timothy M. Bartosh or William B. Naryka, Trustee(s), which was dated February 28, 2008 and recorded on February 29, 2008 in Book RE 2816 at Page 182 and rerecorded/modified/corrected on August 27, 2013 in Book RE 3143, Page 443, 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 **February 6, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot 6, Block D, Map of Cedar Forest Estates, Section 8, as recorded in Plat Book 18, Page 37, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which map 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 4008 Avera Avenue, Winston-Salem, NC 27106.

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

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

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.: **17-00392-FC01**

January 22, 29, 2019

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 Robert Sweeney, Barbara S. Kling and Mark Alan Kling to Schell Law Office, PA, Trustee(s), which was dated November 28, 2006 and recorded on November 28, 2006 in Book RE 2712 at Page 295, 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 **February 5, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

TRACT ONE: BEING KNOWN AND DESIGNATED as Lot Number 52 of "PEBBLE CREEK ESTATES", as shown on a map recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 26 at Page 165, reference to which is hereby made for a more particular description.

TRACT TWO: BEGINNING at an iron located in the southeasterly right-of-way line of Blue Stone Lane, said iron marking the westernmost corner of Lot 52 as shown on the Map of Pebble Creek Estates recorded in Plat Book 26 at Page 165, Forsyth County Registry; and from said point of Beginning running thence along the southeasterly boundary line of said Lot 52, South 41 degrees 23' 18" East 206.73 feet to an iron; running thence South 80 degrees 01' 45" West 30.00 feet to a new iron; running thence North 33 degrees 45' 26" West 192.80 feet to an iron located in the southeasterly right-of-way line of Blue Stone Lane, the point and place of Beginning, BEING a triangular section carved from Lot 53 as shown on the Map of Pebble Creek Estates recorded in Plat Book 26 at Page 165, Forsyth County Registry and containing 2,646.39 square feet according to a survey prepared by Daniel W. Donathan, RLS dated September 13, 1989.

FOR FURTHER REFERENCE this is that same property described in deed recorded at Book 2631, Page 1930 in the office of the Register of Deeds of Forsyth County, North Carolina and is currently designated as Tax Block 5632A, Lot 052 in the office of the Forsyth County Tax Assessor.

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

Said property is commonly known as 2320 Bluegrass Lane, 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.**

LEGALS

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 Barbara S. Kling.

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.: **18-04682-FC02**

January 22, 29, 2019

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No. 18 SP 1539 Substitute Trustee: Philip A. Glass

NOTICE OF FORECLOSURE SALE

Date of Sale: January 30, 2019
Time of Sale: 11:00 a.m.
Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Jacob Robert Johnson
Address of Property: 3243 Ridge Hollow Drive
Winston Salem, NC 27107

Deed of Trust:
Book : 3116 Page: 2689
Dated: April 11, 2013
Grantors: Jacob Robert Johnson (unmarried)
Original Beneficiary: Local Government Federal Credit Union

CONDITIONS OF SALE: Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price to bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real property with less than 15 rental units, including single-family residential real property; 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 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 not more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Dated: 1/2/19

Philip A. Glass, Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Posted on 1/2/19

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 128 of Ridgewood Place, Section 2, a map and plat of which is recorded in Plat Book 49, Pages 166-168 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which map is hereby made for a more particular description.

This is the same property as described in Book 2931, Page 4145, Forsyth County Registry and is designated as Tax PIN 6854-36-5521.00 (Block 6408, Lot 128) on the Forsyth County tax maps.

January 22, 29, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Shirley Norris Ashley, also known as Shirley Mae Ashley and Shirley N. Ashley, 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 April 24, 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 22nd day of January, 2019.

Shirley Howard
4055 Langdon Dr
Winston-Salem, NC 27107

January 22, 29, February 5, 12, 2019

NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

LEGALS

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by **Alfreda Clawson** dated August 25, 2006, and recorded September 11, 2006, in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book RE **2692** at Page **2874**, securing an Adjustable Rate Note in the original principal amount of \$122,000.00, and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the City of Winston-Salem, North Carolina, on **February 12, 2019 at 11:00 a.m. O'clock**, all that certain parcel of land secured by the above-described Deed of Trust recorded in Book RE 2692 at Page 2874, situated in Forsyth County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein and briefly described as Lot No. 10, Southern one-half of Lot No. 9, Block 4, Daltonia, Section 3, Plat Book 10, Page 75.

ADDRESS SHOWN AS SECURITY ON THE NOTE AND DEED OF TRUST: **4014 Dalton Street, Winston-Salem, NC 27105.**

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice is/are: Deon Witherspoon, Heir of Alfreda Clawson, Deceased.

In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, an order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 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. The notice shall also state upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Should the property be purchased by a third party, that person must pay the tax of forty-five cents per One Hundred Dollars (\$100.00) required by NCGS 7A-308 (a)(1), up to a maximum of Five Hundred Dollars (\$500.00). The property is being sold "as is and where is" with no representations or warranties of any type or kind being given or to be construed as being given or made; and, no title certification of any type or kind is being made or is to be construed as being made. The terms of the sale are that the real property hereinabove described will be sold for cash to the highest bidder and that the undersigned will require the successful bidder at the sale to immediately deposit cash or certified check in the amount of the greater of five percent (5%) of the amount of the bid or seven hundred and fifty dollars (\$750.00), whichever is greater. The real property hereinabove described will be sold subject to any unpaid taxes, prior encumbrances, if any, and special assessments.

The sale will be held open for ten (10) days for upset bids as by law required and will also be subject to a ten (10) day right of redemption or to the filing of a bankruptcy petition. In the event of an upset bid, redemption or the filing of a bankruptcy petition, or any other reason that the Substitute Trustee deems necessary to redo the sale, the bid deposit will be returned and no other remedies will be assertable.

18-SP-1479

This 15th day of January, 2019.

/s/ Rick D. Lail
Frances S. White or Rick D. Lail, either of whom may act, Substitute Trustee
P.O. Box 30081
Charlotte, N.C. 28230-0081
(704) 817-8134

January 29, February 5, 2019

AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by June B. Drake, unmarried, dated the 29th day of September, 2004, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2509 at Page 35 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at **11:00 AM on the 12th day of February, 2019**, all that certain parcel of land, more particularly described as follows:

IMPROVEMENTS: House and lot/Condominium/or Lot
LEGAL DESCRIPTION: BEING KNOWN AND DESIGNATED as Lot Number 8 as shown on the Map of Chesterfield, as recorded in Plat Book 27, Page 124, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY:
301 Appledore Court, Winston-Salem, NC 27103
Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling.

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

Should the property be purchased by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax. The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the Deed of Trust/Security Instrument, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee of the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating

LEGALS

to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record, including prior Deeds of Trust.

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

This 12th day of January, 2019.

The Caudle Law Firm, P.A.,
Substitute Trustee
By: David R. Caudle
President & Attorney at Law
State Bar Number 6075
PO Box 620997
Charlotte, NC 28262
http://www.caudlelawfirm.com
18-SP-980

January 29, February 5, 2019

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 Silvia Mercedes Castaneda Reyes a/k/a Silvia Mercedes Castanada Reyes to Lynde Seldon, Trustee(s), which was dated September 28, 2015 and recorded on September 28, 2015 in Book RE 3252 at Page 2185, 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 **February 14, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEING all Lot 42, North Oaks Subdivision, Phase I, as per plat thereof recorded in Plat Book 42, Page 29, in the Register of Deeds for Forsyth County, North Carolina.

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

Said property is commonly known as 288 Azalea Drive, Winston-Salem, NC 27105.

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

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title

LEGALS

reference to which is hereby made for a more particular description.

Tax Lot 8, Tax Block 6005

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

Said property is commonly known as 144 Maysol Drive, Winston Salem, NC 27105.

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

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

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.: 18-19593-FC01

January 29, February 5, 2019

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18 SP 1556

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 Nancy L. Watson and Sam E. Watson to William L. Ellison, Jr., Trustee(s), which was dated August 4, 2005 and recorded on August 10, 2005 in Book 2590 at Page 4245, 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 **February 12, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEING KNOWN AND DESIGNATED as Lot(s) 57, as shown on the map of THE AUTHORS, SECTION 1, which map is recorded in Plat Book 37, page 151, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which map 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 1175 Reynolds Price Drive, 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 Sam E. Watson and wife, Nancy L. Watson.

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.

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Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587

File No.: 18-20040-FC01

January 29, February 5, 2019

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LEGALS

Notice of Public Hearing

The Kernersville Planning Board will hold a Public Hearing on February 11, 2019 at 7:00 PM at the Paddison Memorial Library Auditorium located at 248 Harmon Lane to hear the following:

REZONING

Abigaile Pittman, Agent for Owner, for property located at **832 South Main Street, being all of PIN(s) 6876-81-4374 and 6876-81-4267 and Part of 6876-81-0357 containing a total of 0.539 acres. Petitioner** requests a **Single Phase** rezoning from **HB-S** to **GB-S** (General Business – Special Use District). *Requested Use(s): Retail Store, Specialty or Miscellaneous. Zoning Docket K-766*



REZONING:

David Michaels, Agent for Owner, for property located at 7471 Watkins Ford Road being a **Part of PIN# 6873-88-1032** containing a total of **23.57 +/- acres**. Petitioner requests a **Single Phase** rezoning from **FC AG** (Forsyth County – Agriculture District) to **KV RSQ-S** (Kernersville – Residential Single Family Quadraplex District – Special Use District). *Requested Use(s): Residential Building, Single Family. Zoning Docket K-767*



[The Town of Kernersville holds public meetings in accessible rooms. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting should contact the Town Clerk at 336-992-0404 (voice) or 336-993-0192 (TDD) at least 48 hours prior to the date of the meeting].

Jeff Hatling, AICP
Community Development Director

January 29, 2019