

Kernersville News

Legal Notices

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Tuesday News, February 9, 2016

LEGALS

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of **CLAIRE JEANNE FOSTER**, also known as Claire J. Foster and Claire Foster, deceased, Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate of the decedent to present them to the undersigned on or before the 21st day of April, 2016, or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 19th day of January, 2016.

Jerry W. Jones, Jr.
Executor of the Estate of Claire Jeanne Foster
6403 Joyner Road
Elm City, NC 27822

January 19, 26, February 2, 9, 2016

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No. 15 SP 1482
Substitute Trustee: Philip A. Glass

NOTICE OF FORECLOSURE SALE

Date of Sale: February 10, 2016
Time of Sale: 11:00 a.m.

Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Heirs of Dwaine A. Jackson
Address of Property: 5001 Longmont Court
Kernersville, NC 27284

Deed of Trust:
Book : 2593 Page: 1771
Dated: August 19, 2005
Grantors: Dwaine A. Jackson
Original Beneficiary: State Employees' 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. §74-308(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 so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes 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: 1/13/16
Philip A. Glass, Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Posted on 1/13/16
EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot No. 24 as shown on the Map of SEDGEMONT VILLAGE, PHASE I (Revised) as recorded in Plat Book 46, Page 154 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Property Address: 5001 Longmont Court, Kernersville, NC 27284

February 2, 9, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1542

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MATTHEW M BENDER DATED JUNE 29, 2006 AND RECORDED IN BOOK RE 2674 AT PAGE 15 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 **10:30AM on February 18, 2016** 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 No. 121, as shown on the Plat of Rivergate, Phase I, as recorded in Plat Book 49, Page 180 and 181, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. For further reference, see Deed Book 2460, Page 1002, Forsyth County Registry.

BEING INFORMALLY KNOWN AS Tax Block 4210D, Lot 121, Clemmons

And Being more commonly known as: **5866 Sunny Ridge Trl, Clemmons, NC 27012**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Matthew M. Bender, single.

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

LEGALS

in, on, 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 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.

For additional information, please see Auction.com.

The date of this Notice is January 28, 2016.

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

15-075044

February 2, 9, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1561

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY THOMAS RYBAK AND KELLY RYBAK DATED OCTOBER 9, 2003 AND RECORDED IN BOOK 2415 AT PAGE 2102 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 **10:30AM on February 18, 2016** 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 56 on the Map of Phase I, Section 10 Wynfield Subdivision as recorded in Plat Book 32, Page 49 Forsyth County Registry.

And Being more commonly known as: **2728 Sawgrass Ct, Winston Salem, NC 27103**

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

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, or at 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 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 January 28, 2016.

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

15-075820

February 2, 9, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1542

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MATTHEW M BENDER DATED JUNE 29, 2006 AND RECORDED IN BOOK RE 2674 AT PAGE 15 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 **10:30AM on February 18, 2016** 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 No. 121, as shown on the Plat of Rivergate, Phase I, as recorded in Plat Book 49, Page 180 and 181, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. For further reference, see Deed Book 2460, Page 1002, Forsyth County Registry.

BEING INFORMALLY KNOWN AS Tax Block 4210D, Lot 121, Clemmons

And Being more commonly known as: **5866 Sunny Ridge Trl, Clemmons, NC 27012**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Matthew M. Bender, single.

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

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Winston-Salem, NC 27103

Craige Jenkins Liipfert & Walker, LLP

February 2, 9, 16, 23, 2016

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate Katie Arnold Boulware, 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 May 4, 2016, 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 February, 2016.

Linda B. Cloud
3551 Shaw Road
Winston-Salem, NC 27105

February 2, 9, 16, 23, 2016

15 SP 901

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 Christopher D. Holloway and Tammy R. Holloway to Thomas G. Jacobs, Trustee(s), which was dated October 27, 2005 and recorded on October 27, 2005 in Book RE 2612 at Page 3610, Forsyth County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee Services of Carolina, LLC, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on **February 23, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

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

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

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

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

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

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Diane Hughart and Charles L. Wooten to TRSTE, Inc., Trustee(s), which was dated March 30, 2007 and recorded on March 30, 2007 in Book RE 2741 at Page 2984 and rerecorded/modified/corrected on October 12, 2015 in Book RE 3254, Page 3263, 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 23, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Lying and being in Middlefork Township, and beginning at an iron stake on the Southeast side of Oak Ridge Drive, and stake being the Southwest corner of Lot No. 3, Block E, on the hereinafter mentioned map, and running thence southwesterly with the southeast side of Oak Ridge Drive 75 feet to an iron stake; thence in a southeasterly direction through the center of Lot No. 6, Block E, and parallel with the North line of said Lot No. 6, 175 feet to an iron stake; thence in a northeasterly direction 75 feet to an iron stake; thence in a northwesterly direction with the South line of Lot No. 3, Block E, 175 feet to an iron stake on the Southeast side of Oak Ridge Drive, the place of Beginning. The same being all of Lots Nos. 4 and 5, and the northeastern half of Lot No. 6, Block E, as shown on Map of "Northwoods", as recorded in Plat Book 12, Page 15, 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 4631 Oak Ridge 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 Diane M. Hughart and Charles L. Wooten.

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 notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

For further information, please see Auction.com.

The date of this Notice is February 4, 2016.

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

15-075978

February 9, 16, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1591

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MICHA L JAMES DATED JULY 13, 2006 AND RECORDED IN BOOK RE 2677 AT PAGE 2458 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

LEGALS

The aforesaid public auction of such real property will be held on February 17, 2016, at 10:00 a.m. in the lobby on the second floor at the Forsyth County Courthouse, 200 North Main Street, Winston-Salem, North Carolina.

Such real property is to be sold for cash subject to all liens, encumbrances, restrictions, easements and rights of way of record as may have priority over the lien of the Deed of Trust, and to all taxes, water rents and special assessments, if any.

If the property is purchased by a third party, that person must pay the excise tax (deed stamps) required by the Register of Deeds on the deed of conveyance and pay recording fees to record the deed and notice of foreclosure. If the property is purchased by a third party, that person must pay the tax of Forty-Five cents (\$0.45) per One Hundred Dollars (\$100.00) required by North Carolina General Statutes 7A-308(a)(1).

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 Agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed.

If the property being offered pursuant to this notice of sale is residential property containing fewer than 15 units, an order for possession of the property may be issued pursuant to North Carolina Gen. Stat. § 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 the termination.

Pursuant to North Carolina General Statutes § 45-21.10 and the terms of the Deed of Trust, any successful bidder may be required to deposit with the Trustee immediately upon conclusion of the sale a cash deposit of \$750.00 or 5% of the bid, whichever is greater. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash at the time the Trustee tenders to him a deed for the real property or attempts to tender such deed, and should said successful bidder fail to pay at that time the full balance of the purchase price so bid, he shall remain liable on his bid as provided for in North Carolina General Statutes § 45-21.30(d) and (e).

This sale shall be held open for upset bids ten (10) days after the filing of the Trustee's report of sale with the Clerk of Superior Court of Forsyth County, North Carolina, as required by law.

This the 20th day of January, 2016.

Donald M. VonCannon
Substitute Trustee

EXHIBIT A

Legal Description
Being all of LOT 7, according to the plat thereof, recorded in Plat Book 41, Pages 114-115, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to said Plat being made for a more particular description of said Lot.

February 9, 16, 2016

15 SP 1582

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 Diane Hughart and Charles L. Wooten to TRSTE, Inc., Trustee(s), which was dated March 30, 2007 and recorded on March 30, 2007 in Book RE 2741 at Page 2984 and rerecorded/modified/corrected on October 12, 2015 in Book RE 3254, Page 3263, 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 23, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Lying and being in Middlefork Township, and beginning at an iron stake on the Southeast side of Oak Ridge Drive, and stake being the Southwest corner of Lot No. 3, Block E, on the hereinafter mentioned map, and running thence southwesterly with the southeast side of Oak Ridge Drive 75 feet to an iron stake; thence in a southeasterly direction through the center of Lot No. 6, Block E, and parallel with the North line of said Lot No. 6, 175 feet to an iron stake; thence in a northeasterly direction with the South line of Lot No. 3, Block E, 175 feet to an iron stake on the Southeast side of Oak Ridge Drive, the place of Beginning. The same being all of Lots Nos. 4 and 5, and the northeastern half of Lot No. 6, Block E, as shown on Map of "Northwoods", as recorded in Plat Book 12, Page 15, 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 4631 Oak Ridge 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 Diane M. Hughart and Charles L. Wooten.

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. 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.

sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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

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

File No.: 15-08509-FC01

February 9, 16, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1587

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY LUCERO DEL S. VALENCIA AND CLAUDIA L. HOWELL DATED DECEMBER 15, 2003 AND RECORDED IN BOOK 2431 AT PAGE 2224 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

LEGALS

Forsyth County, North Carolina, and Membership in Heather Hills Home Owners Association; and

Subject to the regular monthly assessments and special assessments, limitations and rules reserved in said Declaration of Covenants, Conditions, and Restrictions. The Declaration of Covenants, Conditions, and restrictions is incorporated herein by reference. By way of illustration, and not by way of limitation, said Declaration provides for: (1) Annexation of additional properties; (2) Property rights of members and their invitees in Association land, including the Common Area; (3) Obligations of members for regular monthly assessments and special assessments and the effect of nonpayment thereof; (4) Limitations upon use of Common Area; (5) Obligations of Association for exterior maintenance; and (6) Restrictions upon the use of the land conveyed herewith.

And Being more commonly known as: **2504 Tantelon Pl, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Micha La Vae James.

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 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.

For additional information, please see Auction.com.

The date of this Notice is February 4, 2016.

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

11-020695

February 9, 16, 2016

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
15SP1594

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ERIC C. FOGLE DATED JUNE 26, 2007 AND RECORDED IN BOOK RE 2769 AT PAGE 1153 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 February 25, 2016** 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:

A TRACT OR PARCEL OF LAND IN THE COUNTY OF FORSYTH AND STATE OF NORTH CAROLINA, AND BOUNDED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT NO. 102 AS SHOWN ON THE PLAT OF "PEBBLEBROOK TOWNHOMES, SECTION 1-A," WHICH PLAT APPEARS OF RECORD IN PLAT BOOK 38, AT PAGE 68, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

And Being more commonly known as: **502 Rock Cliff Ct, Winston Salem, NC 27104**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Estate of Eric C. Fogle.

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 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 February 4, 2016.

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

15-075756

February 9, 16, 2016

15 SP 1629

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 Iris M. Santiago

LEGALS

to PRLAP, Inc., Trustee(s), which was dated November 29, 2006 and recorded on December 1, 2006 in Book 2713 at Page 2665, 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 23, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEGINNING AT AN EXISTING IRON PIPE IN THE SOUTHERN RIGHT OF WAY LINE OF SHATTALON DRIVE, THE NORTHEAST CORNER OF LOT 6 AS SHOWN ON THE PLAT OF NEW HOPE ESTATES AS RECORDED IN PLAT BOOK 21, PAGE 72, IN THE OFFICE OF THE REGISTER OF DEEDS; THENCE FROM SAID POINT AND BEGINNING AND WITH THE SOUTHERN RIGHT OF WAY LINE OF SHATTALON DRIVE SOUTH 85 DEGREES 51 MINUTES 39 SECONDS EAST EAST 69.50 FEET TO AN IRON PIPE; THENCE ON A NEW LINE SOUTH 04 DEGREES 15 MINUTES 22 SECONDS WEST 160 FEET TO AN IRON PIPE; THENCE NORTH 85 DEGREES 51 MINUTES 39 SECONDS WEST 69.56 FEET TO A NEW IRON PIPE IN THE EASTERN LINE OF LOT 6 ABOVE REFERENCED; THENCE WITH THE EAST LINE OF LOT 6 NORTH 04 DEGREES 16 MINUTES 34 SECONDS EAST 160.0 TO AN EXISTING IRON PIPE IN THE SOUTHERN RIGHT OF WAY LINE OF SHATTALON DRIVE, THE POINT AND PLACE OF BEGINNING, CONTAINING 11.124 SQUARE FEET, MORE OR LESS, AND LABELED LOT I, IN ACCORDANCE WITH A SURVEY MADE BY R. ALLAN WILSON, PLS DATED JULY 21, 2003, BEARING PROJECT NO. 58036.

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

Said property is commonly known as 5186 Shattalon Drive, 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 Iris M. Santiago.

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 § 45-21.16(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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

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

File No.: 15-19633-FC01

February 9, 16, 2016

15 SP 1730

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Raul A. Lio and Amanda M. Lio to Greg Fisher, Trustee(s), which was dated October 16, 2007 and recorded on October 22, 2007 in Book 2790 at Page 3487, 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 23, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

ALL THAT CERTAIN LOT OR PARCEL OF LAND IN FORSYTH COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A STAKE 200 FEET EAST OF DACIAN STREET ON THE NORTH SIDE OF DEVONSHIRE STREET AND RUNNING EAST 50 FEET; THENCE NORTH 150 FEET TO AN ALLEY; THENCE WEST 50 FEET TO A STAKE; THENCE SOUTH 150 FEET TO DEVONSHIRE STREET AND THE PLACE OF BEGINNING; BEING KNOWN AND DESIGNATED AS LOT 19, BLOCK "4" AS SHOWN ON THE MAP OF WACHOVIA DEVELOPMENT COMPANY AS RECORDED IN PLAT BOOK 8, PAGE 81, 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 717 East Devonshire 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 Amanda M. Lio.

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 § 45-21.16(b)(2)]. Upon termi-

LEGALS

nation of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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

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

File No.: 15-19618-FC01

February 9, 16, 2016

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY Forsyth County, NC - 16 SP 85

THIS NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY (this "Notice") is given under and by virtue of an order of the Clerk of Superior Court of Forsyth County, NC authorizing foreclosure in the Special Proceeding entitled "In the Matter of the Foreclosure of the Deed of Trust from Keystone, LLC, Grantor" (the "Foreclosure Proceeding") which deed of trust was recorded in Book 2801, Page 2167, as amended by Modification of Deed of Trust recorded in Book 3046, Page 3945, each in the Office of the Register of Deeds of Forsyth County, NC (the "Deed of Trust") and the power and authority contained in the Deed of Trust; and after a hearing pursuant to the provisions of Article 2A of Chapter 45 of the General Statutes of the State of North Carolina; and under and by virtue of the power of sale contained in the above-referenced Deed of Trust; and because of default in the payment of the indebtedness secured by the Deed of Trust and failure to carry out or perform the stipulations and agreements therein contained and pursuant to the demand of the owner and holder of the indebtedness secured by the Deed of Trust, the undersigned, CR Services, LLC, Substitute Trustee, will expose for sale at public auction to the highest bidder for cash on **February 23, 2016 at 2:00 p.m. at the door of the Forsyth County Courthouse, 200 N. Main St., Winston-Salem, NC**, the real property described as follows:

BEGINNING at a nail set in the concrete curbing on the west side of an access and utility easement and in the northern right-of-way of Clemmonsville Road (SR 2747), also being the southeast corner of outparcel number six as referenced in Plat Book 31, Page 198, Forsyth County Registry; THENCE with the northern right-of-way of said Clemmonsville Road south 80° 26' 33" west 273.17 feet to an existing iron pipe; THENCE north 67° 50' 11" west 101.57 feet to an existing iron pipe in the eastern right-of-way of highway number 150 (Peters Creek Parkway); THENCE with the eastern right-of-way of said highway number 150 north 10° 50' 20" west 121.98 feet to an iron pipe to be set; THENCE, a proposed new line, north 79° 09' 40" east 142.74 feet to an iron pipe to be set; THENCE, a proposed new line, north 42° 43' 33" east 48.73 feet to an iron pipe set in the eastern line of said access and utility easement; THENCE with said easement along a curve to the left having a radius of 62.00 feet (chord bearing of south 44° 16' 25" east, chord distance of 70.73 feet) an arc distance of 75.27 feet; THENCE south 85° 00' 00" east 99.00 feet to a point; THENCE along a curve to the right having a radius of 65.00 feet (chord bearing of south 45° 00' 00" east, chord distance of 77.50 feet) an arc distance of 83.03 feet; THENCE south 09° 33' 27" east 62.19 feet to the point and place of BEGINNING and containing 1.26 acres, more or less.

SAVE AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY that portion of the Property taken by the City of Winston-Salem pursuant to that certain Consent Judgment dated February 1, 2011 and recorded March 7, 2011 in Book 2992, Page 2822 in the Office of the Register of Deeds of Forsyth County, North Carolina, which portion of the Property is more particularly described as follows: BEGINNING at a new boundary monument in the existing boundary of Clemmonsville Road and said monument being located along existing said boundary the following three (3) calls: 1) S 76° 54' 19" W a distance of 153.56 feet from a point, 2) S 76° 54' 23" W a distance of 64.99 feet from a point, 3) S 71° 26' 23" E a distance of 101.73 feet from an existing iron pipe the southwest corner of the grantor having North Carolina Grid coordinates (NAD 83/96) of Northing: 836,324.36 us ft.; Easting: 1,627,868.00 us ft.; THENCE from said BEGINNING point with the new boundary of Clemmonsville Road the following three (3) calls: 1) N 42° 22' 52" E a distance of 45.29 feet to a new boundary monument; THENCE, 2) N 00° 32' 33" W a distance of 40.79 feet to a new boundary monument; THENCE, 3) N 78° 08' 51" E a distance of 8.24 feet to a point in the western line of TAX PIN 6823-77-8143.00; THENCE with said line with a curve to the right, having a radius of 65.00 feet, an arc length of 3.11 feet and a chord bearing and distance of S 13° 18' 45" E, 3.11 feet to a point; THENCE continuing with said line S 13° 05' 38" E a distance of 62.20 feet to a point the southwest corner of the grantor; THENCE with the existing boundary of Clemmonsville Road S 76° 54' 19" W a distance of 54.43 feet to the place of BEGINNING and containing an area of 1422 square feet.

Said real property being believed, without representation or warranty, to be located at **217 W. Clemmons-ville Road, Winston-Salem, NC**. The record owner of the real property as reflected on the records in the Office of the Register of Deeds of Forsyth County, NC not more than ten (10) days prior to the posting of this Notice is Keystone, LLC.

TERMS OF SALE:

The purchaser of the real property must pay, in addition to the amount bid, the following items: (i) the fee required by N.C. Gen. Stat. § 7A-308(a)(1) of Forty-Five Cents (45¢) per One Hundred Dollars (\$100) or major fraction thereof of the bid amount up to a maximum fee of Five Hundred Dollars (\$500), (ii) the excise tax on conveyances required by N.C. Gen. Stat. § 105-228.28 et seq. of One Dollar (\$1) per Five Hundred Dollars (\$500) or fractional part thereof of the bid amount, and (iii) unpaid ad valorem taxes and assessments.

Pursuant to N.C. Gen. Stat. § 45-21.10(b), and the terms of the Deeds of Trust, any successful bidder, other than the owner and holder of the indebtedness secured by the Deeds of Trust (the "Lender"), may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit not to exceed the greater of five percent (5%) of the amount of the bid or \$750. If the Lender is the successful bidder, the Lender shall not be required to make any deposit with the Substitute Trustee. Any successful bidder, other than the Lender, shall be required to tender the full balance purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to such successful bidder a deed for the real 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, such successful bidder shall remain liable on the bid as provided for in N.C. Gen. Stat. § 45-21.30(d) and (e).

The real property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Substitute Trustee nor the Lender, nor the officers, attorneys, employees, agents, or authorized representatives of either the Substitute Trustee or the Lender make any warranty relating to the title or any physical, environmental, health, or safety conditions existing in, on, at or relating to the real property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition are expressly disclaimed. The real property is being sold subject to all prior liens, unpaid taxes, matters of survey, restrictions, encumbrances, leases and easements of record, and assessments, if any, and other matters of record which are prior and superior to the lien of the Deed of Trust.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant in the real property, be advised that an Order for Possession of the real 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 ten (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.

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

This the 28th day of January, 2016.

LEGALS

CR Services, LLC, Substitute Trustee, J u n e L . Basden, Esq., Carruthers & Roth, P.A., Attorneys for CR Services, LLC, c/o Carruthers & Roth, P.A., 235 N. Edgeworth St., Greensboro, NC 27401, Phone: 336-478-1122

February 9, 16, 2016

Notice to Creditors

Having qualified as Executor of the Estate of Joe Ann McElveen (aka Joe A. McElveen), 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 10th day of May, 2016 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 9th day of February, 2016.

Sheryl A. Wells, Executrix
Estate of Joe Ann McElveen
c/o Craig Jenkins Lipfert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craig Jenkins Lipfert & Walker, LLP

February 9, 16, 23, March 1, 2016

NOTICE TO CREDITORS

The undersigned having qualified as Executor of the Estate of the Estate of Carolyn Kinley Westbrook, deceased, late of Forsyth County, hereby notifies all persons, firms and corporations having claims against said estate to present them to the undersigned on or before May 10, 2016, or this Notice will be pleaded in bar of any recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 9th day of February, 2016.

Scott Linville Westbrook, Executor
Estate of Carolyn Kinley Westbrook

Cranford O. Plyler III, Attorney

604 E. Guilford St.
Thomasville, NC 27360

February 9, 16, 23, 30, 2016

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA, FORSYTH COUNTY IN THE GENERAL COURT OF JUSTICE

JUVENILE DIVISION
IN RE: WHITE, a minor child

Vs.

Unknown Respondent/Unknown Father
Forsyth County Civil Act No. 16JT9

TO: UNKNOWN FATHER

Take notice that a pleading seeking relief against you has been filed in the above-entitled action. The nature of the relief being sought is as follows: termination of parental rights of the Unknown Respondent, the Unknown Father, to a male juvenile, Hayden Dale White, born on January 2, 2007 in Surry County, North Carolina.

You are required to make defense to such pleading not later than March 23, 2016, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

This the 9th day of February, 2016.

J. Clark Fischer
Attorney for Petitioners
407 Summit Street
Winston-Salem, NC 27101
Telephone: 336-724-3513

February 9, 16, 23, 2016

NORTH CAROLINA

FORSYTH COUNTY

NOTICE TO CREDITORS

The undersigned, having qualified as Administrator of the Estate of **WALTER LANDON RIGGS, II**, deceased, does hereby notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before May 9, 2016, 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 the 9th day of February, 2016.

JAMES F. MORGAN
ADMINISTRATOR

James F. Morgan, Attorney
MORGAN, HERRING, MORGAN
GREEN & ROSENBLUTT, L.L.P.
P.O. Box 2756
High Point, NC 27261

February 9, 16, 23, March 1, 2016

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Gladys F. Phipps, also known as Gladys Freeman Phipps, Gladys Eugenia Phipps and Gladys Phipps, 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 10th day of May 2016, or this Notice will be pleaded in bar of their recovery.