

Kernersville News

Legal Notices

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Kernersville News, Thursday, April 12, 2018

LEGALS

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Ella T. Johnson, also known as Ella Tyson Johnson; Ella Mae Tyson; and Ella Mae Tyson Johnson, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before June 24, 2018, 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 22nd day of March, 2018.

Monte R. Johnson
2441 Dellabrook Rd.
Winston-Salem, NC 27105

March 22, 29, April 5, 12, 2018

CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Robert A. Emken, Jr., aka Robert Allan Emken, Jr., deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 29th day of June, 2018 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 29th day of March, 2018.

Lynne B. Emken,
Executor of the Estate of Robert A. Emken, Jr.
1001 West Fourth Street
Winston-Salem, North Carolina 27101

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

March 29, April 5, 12, 19, 2018

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Thomas E. Stewart, also known as Thomas Eli Stewart, Jr., Thomas E. Stewart, Jr., Thomas Eli Stewart, Thomas Ele Stewart, Jr., Thomas Ele Stewart, Thomas Stewart and Tommy Stewart, 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 118 South Cherry Street, Suite C, Kernersville, N.C. 27284, on or before the 29th day of June, 2018 or this notice will be pleaded in bar of their recovery.

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

This the 29th day of March, 2018.

Ella Mae Duncan, Executor
Of the Estate of Thomas E. Stewart

THOMAS & BENNETT
Raymond D. Thomas
116 South Cherry Street, Suite C
Kernersville, N.C. 27284

March 29, April 5, 12, 19, 2018

18 SP 159

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 Barbara R. Corvino to Lawyers Title Realty Service, Trustee(s), which was dated November 17, 2007 and recorded on December 11, 2007 in Book RE 2800 at Page 3335, 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 **April 20, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

ALL THAT CERTAIN LOT OF PARCEL OF LAND SITUATED IN BROADWAY TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT(S) 56, AS SHOWN ON THE MAP OF SPRINGHOUSE, SECTION 10, WHICH MAP IS RECORDED IN PLAT BOOK 43, PAGE 197, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

BY FEE SIMPLE DEED FROM ELMER JAMES HANES, JR T/A E. J. HANES CONSTRUCTION CO. AS SET FORTH IN DEED BOOK 2222, PAGE 4097 AND RECORDED ON 12/27/2001, FORSYTH COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORDED VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

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

Said property is commonly known as 950 Winterside 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.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 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 mortgagee 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 March 29, 2018.

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 mortgagee 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
Brook & 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.: 17-17018-FC01

April 5, 12, 2018

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP260

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY MONICA G. MALACHI AND DAVID K. MALACHI DATED SEPTEMBER 30, 2005 AND RECORDED IN BOOK RE 2606 AT PAGE 1581 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 April 19, 2018** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 45 as shown on the Plat of Silver Chalice, Section 2, as recorded in Plat Book 35 at Page 142 in the Office of the Register of Deeds of Forsyth County, North Carolina to which reference is hereby made for a more particular description.

And Being more commonly known as: **3840 Crusade Dr, Winston Salem, NC 27101**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Monica Malachi and David K. Malachi.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 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 mortgagee 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 March 29, 2018.

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

11-018079

April 5, 12, 2018

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP285

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KENNETH N BROWDER AND MERCEDITA BROWDER DATED SEPTEMBER 20, 1999 AND RECORDED IN BOOK 2086 AT PAGE 1891 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 April 19, 2018** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING that tract of land containing 11.305 acres, more or less, being located in Old Richmond Township, Forsyth County, North Carolina, and being bounded by natural by natural boundaries and/or lands owned by, now or formerly, or in possession of persons as follows:

LEGALS

On the North by Lester G. Pinnix; on the East by lands of Evlain V. Long, now or soon to be deeded in Thelma Long Blakeley; on the South by Joyce Norman Road (S.W. #1467); and on the West by Clyde H. Howell and John L. Francisco, as shown on a plat of survey with North based on the North Carolina grid, and courses and distances prepared by Slate Surveying Company, J. Dean Slate, Registered Land Surveyor L-2918, on February 7, 1990, and being more completely described as follows:

COMMENCING at North Carolina Grid System survey monument designated "Hall", and running thence toward the POINT AND PLACE OF BEGINNING the following four (4) courses and distances: (1) South 14° 24' 17" West 605.69 feet to an existing iron stake bound, common corner for the Middle Cross Baptist Church property and Seymore L. Norwood, and also a common corner for Kent E. Norman and that 11.490 acre tract being conveyed from Evlain V. Long to Thelma Long Blakeley; (2) North 85° 17' 31" West 416.25 feet to an existing iron stake found; (3) North 04° 12' 53" East 191.80 feet to another iron stake set (the Southeast corner for Lester G. Pinnix) and (4) South 79° 09' 12" West 185.71 feet to a new iron stake set, the POINT AND PLACE OF BEGINNING, being the Northeast corner of the within described tract and the Northwest corner of that 11.490 acre tract now or soon to be conveyed by Evlain V. Long to Thelma Long Blakeley, said beginning iron stake being located in the line of the property belonging to Lester G. Pinnix (see Deed Book 1183, Page 1038, and Deed Book 1114, Page 267, Forsyth County Registry); thence running South 00° 30' 41" West 833.70 feet to a new iron stake set, the Northwest corner of that property belonging to Thelma Long Blakeley (see Deed Book 1224, Page 260, Forsyth County Registry); thence running South 09° 44' 26" West, crossing a new iron stake set at 234.56 feet, a total distance of 246.04 feet, to a point in the center of Joyce Norman Road (S.R. #1467), the Southwest corner for Thelma Long Blakeley and the Southeast corner of the within described tract; thence running with the centerline of said Joyce Norman Road (S.R. #1467) the following three (3) courses and distances: (1) North 77° 15' 38" West 130.70 feet; (2) North 80° 56' 57" West 87.15 feet; (3) North 1° 46' 27" West 182.28 feet to a point in the center of said Joyce Norman Road (S.R. #1467) at a point where the centerline of Scales Road intersects from the West; thence running with the centerline of said Scales Road the following two (2) courses and distances: (1) North 76° 47' 53" West 53.38 feet; and (2) North 74° 15' 00" West 23.18 feet to a point in the center of said Scales Road, the Southwest corner of the within described tract and a corner for Clyde Howell (see Deed Book 1514, page 1170, Forsyth County Registry), said point in the road is located South 56° 20' 59" East 141.03 feet from an existing iron stake witness monument bound on the North side of said Scales Road; thence running with the Clyde Howell line and further with the John Francisco North 02° 18' 26" East 791.12 feet to a new iron stake set in the line of John Francisco (see Deed Book 1248, Page 1334); thence running with the Francisco line the following two (2) courses and distances: (1) North 79° 09' 12" East 32.00 feet to a new iron set in the centerline of a twelve (12) foot soil drive; and (2) North 00° 49' 09" East 125.00 feet to a new iron pipe set just in the East margin of the twelve (12) foot soil drive in the line of Lester G. Pinnix, being the Northwest corner of the within described tract and the Northeast corner for John L. Francisco; thence running with the line of Lester G. Pinnix North 79° 09' 12" East 463.87 feet to the POINT AND PLACE OF BEGINNING. Being a portion of the Evlain V. Long lands. For further reference, see Deed Book 718, Pages 276 and 278, and Deed Book 719, page 314, Forsyth County Registry. For further reference, see Forsyth County Tax Block 4758, Parcels 19H and 13A. Being Job No. 990-B.

And Being more commonly known as: **3840 Crusade Dr, Winston Salem, NC 27101**

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 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 mortgagee 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 March 29, 2018.

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

15-076128

April 5, 12, 2018

LEGALS

BEING KNOWN AND DESIGNATED AS LOT NUMBERS 11 AND 12 IN BLOCK A OF THE E. B. CASSELL FARM, AS RECORDED IN PLAT BOOK 3, PAGE 84, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

And Being more commonly known as: **827 Barney Ave, Winston Salem, NC 27107**

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING**. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 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 mortgagee 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 March 29, 2018.

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

15-076128

April 5, 12, 2018

18 SP 96

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 Zach Evans to Michael Lyon, Trustee(s), which was dated December 19, 2016 and recorded on December 19, 2016 in Book RE 3324 at Page 751, 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 **April 20, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot 105, as shown on the Final Plat of Parkside West, Phase 2, as recorded in Plat Book 50, Pages 157-158, 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 1865 Park Meadow Circle, Winston Salem, NC 27127.

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." 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. 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 Zachary R. Evans.

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

LEGALS

File No.: 17-18381-FC01

April 5, 12, 2018

NOTICE TO CREDITORS

Having qualified as the Limited Personal Representative of the Estate of Treva Ardis Wall Bowen (aka Treva Ardis Bowen), late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms, corporations having claims against the said decedent to exhibit them to my attorney at P.O. Box 550, King, North Carolina, 27021 on or before the 5th day of July, 2018 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 5th day of April, 2018.

William Goodman Bowen,
Limited Personal Representative
Estate of Treva Ardis Wall Bowen
c/o Browder, Overby, Hall and Michaud, PA
P.O. Box 550
King, NC 27021

Browder Overby, Hall and Michaud, PA

April 5, 12, 19, 26, 2018

Notice to Creditors

Having qualified as Executor of the Estate of Frances McBride Harris (a/k/a Frances M. Harris, Frances Harris, Frances Mavis McBride Harris), 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 6th day of July, 2018 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 5th day of April, 2018.

Mark H. Harris, Executor
Estate of Frances McBride Harris

Craig Jenkins Liiptfert & Walker, LLP

April 5, 12, 19, 26, 2018

NOTICE TO CREDITORS OF REBECCA JANE VAN PATTON

All persons, firms and corporations having claims against the Estate of Rebecca Jane Van Patton deceased of Forsyth County, North Carolina are hereby notified to present them to Hallie Van Patton, Administrator of the Estate of Rebecca Jane Van Patton, Estate File Number 16 E 38, on or before the 12th day of July, 2018, in care of the undersigned attorney at his address, or this notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to Rebecca Jane Van Patton, please make immediate payment to the Estate of Rebecca Jane Van Patton.

This the 30th day of March, 2018.

HALLIE VAN PATTON
8829 KING TREE ROAD
LEWISVILLE, NORTH CAROLINA 27023

Donald R. Buie
Attorney at Law
823 West Fifth Street
Post Office Box 20031
Winston-Salem, NC 27120-0031
Tel: (336) 773-1398
Fax: (336) 773-1505
NCBSB#: 9722

April 5, 12, 19, 26, 2018

NOTICE OF PROCESS BY PUBLICATION

NORTH CAROLINA
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
18 CVD 1116

SHANNON DEANNE CISNEROS,
Plaintiff

v.

SANDRO HILARIO CISNEROS HERRERA,
Defendant

LEGALS

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 April 5, 2018.

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

18-097936

April 12, 19, 2018

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18sp287**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ROBERT HARDEN DATED SEPTEMBER 23, 2009 AND RECORDED IN BOOK RE2916 AT PAGE 1091 AND MODIFIED BY AGREEMENT RECORDED JUNE 21, 2013 IN BOOK RE 3130 AT PAGE 1606 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 April 26, 2018** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING known and designated as Lot No. Forty-Three (43), as shown upon the Plat of Section 6 of Town and County Estates Annex which plat is recorded in the Office of the Register of Deeds of Forsyth County, North Carolina in Plat Book 24, Page 69, and to which Plat reference is hereby made for a more particular description.

And Being more commonly known as: **4161 Witherow Rd, Winston Salem, NC 27106**

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

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 April 5, 2018.

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

17-092783

April 12, 19, 2018

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Joye D. Wilson-Solomon f/k/a Joye D. Wilson a/k/a Jodie Wilson Solomon and Reshaun T. Solomon to First American Title Insurance, Trustee(s), which was dated August 31, 2006 and recorded on August 31, 2006 in Book 2690 at Page 3192, 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 **April 27, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

All that certain lot or parcel of land situated in the Township of Winston, County of Forsyth, State of North Carolina, and more particularly described and designated as:

LEGALS

Lot No. 19, as shown on Map of Crestwood recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 12, Page 158, and being part of the property heretofore designated as Lot No. 4 and 5, Block 7 as shown on the Map of Granville Place, recorded in Plat Book 1, Page 99, 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 1114 Crestwood Drive, Winston Salem, NC 27101.

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 Joye D. Wilson-Solomon.

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.: 17-12933-FC02

April 12, 19, 2018

**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 Courtney L. Pope, unmarried, dated the 19th day of December, 2008, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2866 at Page 719 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at **11:00 AM on the 25th day of April, 2018**, all that certain parcel of land, more particularly described as follows: IMPROVEMENTS: House and lot/Condominium/or Lot LEGAL DESCRIPTION: BEGINNING at an iron stake in the western right of way line of Polo Road, said iron stake marking the northeastern corner of Lot 8 and the southeastern corner of Lot 9, as shown on the Plat of Polo View, Plat Book 3 at Page 69A, Forsyth County Registry, and running thence with the northern line of Lot 8 and the southern line of Lot 9, North 79 degrees 17' 10" West 296.05 feet to an iron stake in the eastern line of a 10' unimproved road as shown on the Plat, running thence with the eastern line of said road, North 15 degrees 54' 16" East 65.00 feet to a point; running thence South 79 degrees 15' 50" East 287.01 feet to an iron stake in the western right of way line of Polo Road, running thence with the western right of way line of Polo Road, South 07 degrees 55' 02" West 64.70 feet to the point and place of BEGINNING, containing .43287 acres, more or less, according to a survey entitled Courtney L. Pope, dated December 18, 2008, prepared by Thomas A. Riccio, RLS, bearing drawing number 08210.

Also being known and designated as all of Lot 9 and a southern portion of Lot 10, as shown on the Plat of Polo View, Plat Book 3 at Page 69A, Forsyth County Registry.

Also being known and designated as Tax Lot 9 and 10A, Block 1581, Forsyth County Tax Records. ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY: 1817 Polo Road, Winston-Salem, NC 27106

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 Courtney L. Pope 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 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 the 4th day of April, 2018.

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-304

remaining amounts are due immediately. If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in their sole discretion, if they believe the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy. This the 4th day of April, 2018.

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-303

April 12, 19, 2018

**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 Kia L. Spears, single, dated the 25th day of November, 2008, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2863 at Page 3603 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at **11:00 AM on the 25th day of April, 2018**, all that certain parcel of land, more particularly described as follows: IMPROVEMENTS: House and lot/Condominium/or Lot LEGAL DESCRIPTION: BEING all of Lot No. 10 as shown on map of "CUTTERS CREEK" as recorded in Plat Book 29, Page 67, 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: 5966 Robinhood Road, Pfafftown, NC 27040

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 Kia L. Spears a/k/a Kia L. Hickman 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 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 the 4th day of April, 2018.

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-304

April 12, 19, 2018

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Jonathan M. Turner and Tammy Turner to Kangur & Porter, LLP, Trustee(s), which was dated February 19, 2013 and recorded on February 20, 2013 in Book RE 3107 at Page 1458, 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 **April 27, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lots 65 and 66, as shown on the map of SEQUOIA PLACE, SECTION FIVE, as recorded in Plat Book 31, Pages 183 and 184 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 1009 Flameleaf Court, Lewisville, NC 27023.

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, 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 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.

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.: 16-20960-FC02

April 12, 19, 2018

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Olden D. Bryant and Patricia S. Bryant to Fidelity National Title Insurance Company, Trustee(s), which was dated January 11, 2013 and recorded on January 11, 2013 in Book RE 3100 at Page 4351 and recorded/modifed/corrected on January 16, 2013 in Book RE 3101, Page 3598, 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 **April 27, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

All that certain lot or parcel of land situate in the County of Forsyth, State of North Carolina, and being more particularly described as follows:

LEGALS

any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Kenn Stanley and Marie Nunez.

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
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File No.: 18-00150-FC01

April 12, 19, 2018

18 SP 306

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 Walter Stewart Gordon, Anne Dunn Gordon, Robert H. Boone a/k/a Robert H. Boone Jr., and Rebecca H. Boone a/k/a Rebecca Boone to Randolph & Moir, Attys., Trustee(s), which was dated July 22, 2005 and recorded on August 1, 2005 in Book RE 2588 at Page 1413, 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 **April 27, 2018 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known as Lot 24 in Greenwood Park Development on Wright Street, as recorded in Plat Book 4 at Page 84 in the Office of the Register of Deeds of Forsyth County, North Carolina. Also being known and designated as Lot 24 as shown on the unrecorded map of the property of Carolina Gas Equipment Company dated July, 1996, made by Hollowell, Borum & Associates, Greensboro, North Carolina.

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

Said property is commonly known as 1338 Tredwell 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 Robert H. Boone, Jr. and Walter Stewart Gordon.

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

LEGALS

File No.: 17-17694-FC01

April 12, 19, 2018

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CREDITOR NOTICE

The undersigned, having qualified as Co-Executors of the Estate of BETTY M. KAPP (AKA Betty Jean Kapp; Betty Minton Kapp; Betty Jean Minton Kapp), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 12th day of July, 2018 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 12th day of April, 2018.

Karl W. Kapp and M. Keith Kapp, Co-Executors
of Executor of the Estate of Betty M. Kapp
1001 West Fourth Street
Winston-Salem, North Carolina 27101

Robert L. Edwards, Esquire
EDWARDS CRAVER VEACH PLLC
1001 West Fourth Street
Winston-Salem, North Carolina 27101
Telephone No. (336) 607-7314

April 12, 19, 26, May 3, 2018

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EXECUTOR'S NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of KENNETH RALPH LAWSON (Kenneth R. Lawson, Kenneth Lawson) deceased of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the Estate of said deceased, to exhibit them to the undersigned at 911 Hindenburg Lane, Germanton, North Carolina 27019 on or before the 1st day of August, 2018, or this notice will be plead in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This the 12th day of April, 2018.

Sherri L. Poindexter
Executor of the Estate of
Kenneth Ralph Lawson
911 Hindenburg Lane
Germanton, North Carolina 27019

H. Dwight Nelson
Attorney for the Estate
P.O. Box 902
Rural Hall, NC 27045

April 12, 19, 26, May 3, 2018

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Myrtle Hopkins Melton, also known as Myrtle Frances Hopkins Melton, Myrtle Frances Melton, Myrtle H. Melton, Myrtle Melton, 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 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 12th day of July, 2018 or this notice will be pleaded in bar of their recovery.

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

This the 12th day of April, 2018.

Stephen D. Melton, Executor
Of the Estate of Myrtle Hopkins Melton

THOMAS & BENNETT
Raymond D. Thomas
116 South Cherry Street, Suite C
Kernersville, N.C. 27284

April 12, 19, 26, May 3, 2018

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COLLECTOR'S Notice to Creditors

Having qualified as the Collector of the Estate of JERRY WAYNE WEBSTER, (Jerry W. Webster, Jerry Webster) deceased of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the Estate of said deceased, to exhibit them to the undersigned at 305 Forsto Road, Rural Hall, North Carolina 27045, or at counsel's office on or before August 1st, 2018, or this notice will be plead in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This the 12th day of April, 2018

John W. Webster
Collector of the Estate of
Jerry Wayne Webster
305 Forsto Road
Rural Hall, North Carolina 27045

H. Dwight Nelson
Attorney for the Estate
P.O. Box 902
Rural Hall, NC 27045

April 12, 19, 26, May 3, 2018

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