

# Kernersville News

# Legal Notices

www.KernersvilleNews.com

Tuesday News, May 24, 2016 · B5

## LEGALS

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NORTH CAROLINA  
FORSYTH COUNTY

### NOTICE TO CREDITORS

Having qualified as Executrix of the Estate of Edward R. Hayes, also known as Edward Rengel Hayes, 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 August 12, 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 10th day of May, 2016.

Sandra A. Killian  
5410 Brittainywood Rd  
Kernersville, NC 27284

May 10, 17, 24, 31, 2016

### NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having heretofore, qualified Executor of the Estate of James Lloyd Huggins, also known as James Huggins and James L. Huggins, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said Estate to present on or before the 15th day of August, 2016, 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.

This the 5th day of May, 2016.

Ann H. Brooks, Executor  
c/o W. Andrew Kelly, Resident Process Agent  
Wolfe & Associates  
101 South Main Street  
Kernersville, NC 27284

W. Andrew Kelly  
JOHN G. WOLFE, III & ASSOCIATES, PLLC  
101 South Main Street  
Kernersville, NC 27284  
(336) 996-3231

May 10, 17, 24, 31, 2016

### Notice to Creditors

Having qualified as Executor of the Estate of Barbara Steward (aka Barbara Vines Steward, Barbara Vines Lamphear, Barbara Vines Lamphear Steward; Barbara V. Steward), 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 11th day of August, 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 10th day of May, 2016.

Caroline A. Landis, Executor  
Estate of Barbara Steward  
c/o Craige Jenkins Lippert & Walker LLP  
110 Oakwood Drive, Suite 300  
Winston-Salem, NC 27103

Craige Jenkins Lippert & Walker, LLP

May 10, 17, 24, 31, 2016

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08 SP 1088

### 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 Dawn B Smith to William R Echols, Trustee(s), which was dated July 29, 2005 and recorded on August 2, 2005 in Book RE 2588 at Page 1996, 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 **May 31, 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 a point, which said point is located at the Northwest intersection of Forest Hill Avenue and Clayton Street; and running direction along the edge of Forest Hill Avenue from said point and place of beginning North 42°12 minutes 32 seconds East, a distance of 150 feet to an iron located in the South corner of Lot No. 71 of Forest Hill as shown on the plat in Plat Book 4, Page 126, in the Forsyth County Registry, North Carolina; thence in a Northwesterly direction along Southwest corner of Lot No. 71, North 47 minutes; 30 seconds West a distance of 70.15 feet to an iron located in the Northwest Corner of Lot No. 73; thence in a Southwesterly direction along the Southeast line of Lot No. 73, South 40° 14 minutes 37 seconds West, a distance of 150.16 feet to an iron located at a point at the edge of Clayton Street, said point being the Southwest Corner of Lot no. 73; thence along the edge of Clayton Street, in a Southeastwardly direction, South 47° 32 minutes 20 seconds East a distance of 65 feet to the point and place of beginning.

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

Said property is commonly known as 211 Clayton Street, 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 Dawn B. Smith.

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

## LEGALS

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 § 45-21.16(a)(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.: 08-06460-FC01

May 17, 24, 2016

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15 SP 1784

### 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 Duane Edgerson and Velma M. Edgerson to Gabriel, Berry & Weston, Trustee(s), which was dated November 3, 1997 and recorded on November 3, 1997 in Book 1971 at Page 3580 and rerecorded/modified/corrected on July 22, 2010 in Book 2955, Page 3436, 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 **May 31, 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 iron stake in the North line of Waightown Street, as established by the City of Winston-Salem, said iron stake being the Southeast corner of Lot No. 3 running hence with the East line of Lot No. 3, North 34 deg. 00 min. West 186.8 ft. to an iron stake in the South line of Lot No. 5; thence with the South line of Lot No. 5, North 56 deg. 08 min. East 85.3 ft. to an old iron stake in the West line of Lot No. 101, G.A. Weir's (now or formerly) Lot; thence with the West Lien of Lot No. 101, South 31 deg. 01 min. East 186.2 ft to an iron stake in the North line of Waightown Street, as established by the City of Winston-Salem; thence with the North line of Waightown Street, South 55 deg. 31 min. West 75.6 ft. to an iron stake, the point of beginning, Being known and designated as a position of Lot No. 4 on the map of W.E. Spach Estate, recorded in Plat Book 2, Page 43, in the office of the register of deeds of Forsyth County, North Carolina. Also known as a portion of Lot No. 4, Block 1828, Forsyth County Tax Map. Also as shown on map on file in the office of the Commissioner of Public Works, Winston-Salem, North Carolina.

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

Said property is commonly known as 2109 Waightown 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 Velma Edgerson.

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 § 45-21.16(a)(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.: 15-01257-FC01

May 17, 24, 2016

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16 SP 22

### 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 Rosa T. Wilson to William R Echols, Trustee(s), which was dated May 15, 2012 and recorded on May 18, 2012 in Book 3060 at Page 1545, Forsyth County Registry, North Carolina.

## LEGALS

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 **May 31, 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 iron stake in the Southern right of way line of Oakland Drive, said beginning point being the Northeastern corner of Lot 9, as shown on the Plat of Belvedere Estates Section No 2, Plat Book 22 page 6, Forsyth County Registry, and running thence with the Eastern line of Lot 9, South 4° 10' West 168 58 feet to an iron stake, running thence on a new line North 4° 09' East 186.35 feet to an iron stake in the Southern right of way line of Oakland Drive, running thence with the Southern right of way line of Oakland Drive, South 88° 56' East, 76.85 feet to an iron stake and South 89° 54' East, a chord measurement of 33.15 feet to the point and place of BEGINNING Being known and designated as the Eastern part of Lot 9, as shown on the Plat of Belvedere Estates, Section No 2, Plat Book 22, page 6, Forsyth County Registry Also being known and designated as Tax Lot 98, Block 3640, Winston Township, Forsyth County Tax Records Being the same property as that described in Deed Book 1213 page 687.

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

Said property is commonly known as 1904 Oakland 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 All Lawliff Heirs of Rosa Tribble Wilson.

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 § 45-21.16(a)(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.: 15-25469-FC01

May 17, 24, 2016

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ALS 14254803

NORTH CAROLINA  
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE  
BEFORE THE CLERK  
16 SP 116

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY SUSAN M. WORLEY DATED DECEMBER 5, 2011 AND RECORDED IN BOOK 3035, PAGE 3091, FORSYTH COUNTY REGISTRY, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE.

### NOTICE OF FORECLOSURE SALE

Under and by virtue of the power of sale contained in that certain deed of trust executed by SUSAN M. WORLEY dated December 5, 2011 to BB&T COLLATERAL SERVICE CORPORATION, Trustee for BRANCH BANKING AND TRUST COMPANY, recorded in Book 3035, Page 3091, FORSYTH County Registry; default having been made in payment of the indebtedness thereby secured; and the necessary findings to permit foreclosure having been made by the Clerk of Superior Court of FORSYTH COUNTY, North Carolina; the undersigned Substitute Trustee will offer for sale at public auction to the highest bidder for cash, the property conveyed in said deed of trust, the same lying and being in the County of FORSYTH and State of North Carolina, and more particularly described as follows:

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

Being known and designated as Lot 6 as shown on map of property of Charles J. Tise as recorded in Plat Book 20 at Page 60 in the office of the Register of Deeds of Forsyth County, North Carolina.

This being the same property conveyed to Susan Melton Worley, dated 04/10/2007 and recorded in Book 2744, Page 3561, in the Forsyth County Records Office.

Parcel Number: 5875-28-6296.00

PROPERTY ADDRESS/LOCATION: 7508 Shallowford Road Lewisville NC 27023

DATE OF SALE: May 25, 2016

TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: FORSYTH County Courthouse

RECORD OWNER(S): Susan M. Worley

TERMS OF THE SALE:

(1). This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-

## LEGALS

ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes and assessments for the year in which the sale occurs, as well as any prior years; (c) federal tax liens with respect to which proper notice was not given to the Internal Revenue Service; and (d) federal tax liens to which proper notice was given to the Internal Revenue Service and to which the right of redemption applies.

(2) The property is being sold "as is". Neither the beneficiary of the deed of trust, nor the undersigned Substitute Trustee, makes any warranties or representations concerning the property, including but not limited to, the physical or environmental condition of the property. Further, the undersigned Substitute Trustee makes no title warranties with respect to the title to the property.

(3) The highest bidder will be responsible for the payment of revenue stamps payable to the Register of Deeds and any final court and/or auditing fees payable to the Clerk of Superior Court which are assessed on the high bid resulting from this foreclosure sale.

(4) At the time of the sale, the highest bidder will be required to make a cash deposit of five percent (5%) of the bid, or \$750.00, whichever is greater, with the remaining balance of the bid amount to be paid on the day following the expiration of the applicable ten (10) day upset bid period.

(5) Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the mortgagee has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

(6) An order for possession of the property being sold may be issued pursuant to N.C.G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession, by the Clerk of Superior Court of the county in which the property is sold.

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

This the 25th day of April, 2016.

SMITH DEBNAM NARRON DRAKE  
SAINTSING & MYERS, L.L.P.

Jeff D. Rogers, Substitute Trustee  
P. O. Box 26268  
Raleigh, NC 27611-6268  
(919) 250-2000  
Fax: (919)250-2211

\*\*\*This communication is from a debt collector. The purpose of this communication is to collect a debt.

May 17, 24, 2016

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
16SP142

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY RAUL LIO AND AMANDA LIO DATED OCTOBER 8, 2002 AND RECORDED IN BOOK 2287 AT PAGE 3541 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 June 2, 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:

FRONTING FIFTY FEET ON THE NORTH END OF MONMOUTH STREET AND OF THAT WIDTH EXTENDING BACK NORTHERLY ONE HUNDRED FEET TO AN ALLEY BEING BOUNDED ON THE SOUTH BY MONMOUTH STREET, ON THE EAST BY LOMOND STREET, ON THE NORTH BY AN ALLEY, ON THE WEST BY LOT NO. 6 BEING LOTS NO. 2 AND 4 IN BLOCK 44 AS SHOWN ON MAP OF WINSTON SALEM LAND AND INVESTMENT COMPANY RECORDED IN REGISTER OF DEEDS OFFICE, FORSYTH COUNTY, NORTH CAROLINA.

And Being more commonly known as: **245 Monmouth St East, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Raul Lio and Amanda Lio.

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 May 12, 2016.

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

14-066642

May 17, 24, 2016

## LEGALS

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
16SP169

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JERRY W. OVERYB AND ANGELA B. OVERYB DATED FEBRUARY 12, 1993 AND RECORDED IN BOOK 1770 AT PAGE 3418 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 June 2, 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. 23 as shown on a map of Cutter's Creek, Section Two, as recorded in Plat Book 29, Page 172 in the Office of the Register of Deeds of Forsyth County, North Carolina to which map reference is hereby made for a more particular description.

And Being more commonly known as: **5937 Cutters Creek Ct, Pfafftown, NC 27040**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Jerry W. Overyb and Angela B. Overyb.

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.

For additional information, please see Auction.com.

The date of this Notice is May 12, 2016.

Grady I. Ingley or Elizabeth B. Ellis  
Substitute Trustee  
10130 Perimeter Parkway, Suite 400  
Charlotte,

## LEGALS

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.: 15-21094-FC01**

May 17, 24, 2016

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16 SP 251

**NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY**

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Charles Williams dated October 3, 2008 and recorded on October 7, 2008, in Book RE 2857 at Page 3400, in the Office of the Register of Deeds of Forsyth County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned of Poore Substitute Trustee, LTD (Substitute Trustee) will offer for sale at the courthouse door in the City of Winston Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, on **May 25, 2016 at 12:00 PM**, and will sell to the highest bidder for cash the following real estate situated in the County of Forsyth, North Carolina and being more particularly described in the above referenced Deed of Trust:

**Address of Property: 5779 Antietam Drive, Winston Salem, NC 27106**  
**Tax Parcel ID: 6817-78-6220**  
**Present Record Owner: Michael W Wilkerson, heir to the Estate of Charles R. Williams and Executor to the Estate of Charles R. Williams**

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23.

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. The Substitute Trustee reserves the right to require a cash deposit or a certified check not to exceed the greater of **five percent (5%) of the amount of the bid or seven hundred fifty Dollars (\$750.00)**. In the event that the holder is exempt from paying the same, the successful bidder may also be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and the tax required by N.C.G.S. §7A-308 (a) (1).

The real property described above is being offered for sale "**AS IS, WHERE IS**" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as required by law.

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

**Additional Notice where the Real Property is Residential with less than 15 Rental Units:**

An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (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 such termination.

May 17, 24, 2016

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16 SP 333

**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 James E. Brown and Amanda K. Brown to Patti D. Dobbins, Trustee(s), which was dated January 13, 2005 and recorded on January 19, 2005 in Book 2535 at Page 145, 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 **May 31, 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 angle iron (formerly an iron stake) located at the northeast corner of the Reuben York, et.ux. Property, which is more particularly described in the conveyance recorded in Deed Book 984 at Page 527, Forsyth County Registry, reference to which is hereby made for a more particular description, said Beginning point further lying in the southwestern margin of the right-of-way of North Carolina Highway 109 (Thomasville Road); thence South 02° 18' 48" West 175.39 feet to an existing iron stake lying in York's eastern boundary line; thence through York's property on the five following courses and distances:

- North 87° 41' 50" West 172.17 feet to a point lying in York's property, the southeastern terminus of a new 25-foot wide easement and right-of-way for access and utility purposes to be referred to as "York Lane";
- Continuing North 87° 41' 50" West 32.81 feet to a new iron stake lying in York's property, the southwest-ern terminus of York Lane;
- With the western margin of York Lane North 38° 03' 27" West 80.12 feet to a new iron stake lying in the western margin of York Lane;
- Continuing, with the western margin of York Lane North 38° 03' 27" West 25.0 feet to a new iron stake lying in the western margin of York Lane; and
- Continuing with the western margin of York Lane North 14° 18' 05" East 261.87 feet to a new iron stake lying in York's northeastern boundary line and in the southwestern margin of said Highway, the northwestern terminus of York Lane;

thence South 51° 21' 16" East 274.44 feet to a point lying in York's northeastern boundary line and in the southwestern margin of said Highway, the northeast-ern terminus of York Lane; thence continuing South 51° 21' 16" East 244.0 feet to the point ands place

## LEGALS

of BEGINNING, containing 1.482 acres, more or less.

The above-described property is a portion of the properties described in Deed Book 984 at Page 527 and in Book 1332 at Page 209 of the Forsyth County Registry.

TOGETHER WITH AND SUBJECT TO a perpetual, non-exclusive easement and right of way for ingress, egress, and regress, drainage and general utilities purposes, with full rights of construction and maintenance thereover and thereunder, over, across, and under the following described 25-foot wide strip or parcel of real property:

BEGINNING at a new iron stake (lying at the north-western terminus of a proposed new private driveway and roadway to be known as York Lane) lying in the northeastern boundary line of Reuben York, et. ux. Property which is more particularly described in the conveyance recorded in Deed Book 984 at Page 527 in the Forsyth County Registry, reference to which is hereby made for a more particular description thereof, said beginning point further lying in the southwestern margin of the right of way of North Carolina Highway 109 (Thomasville Road) which lies North 51° 21' 16" West 271.44 feet from an existing angle iron (formerly an iron stake) located at the north east corner of the York Property (Tax Lot 6G, Block 2649) referenced herein above; thence South 51° 21' 16" East 274.44 feet to a point lying in York's northeastern boundary line and in the southwestern margin of said Highway, the northeastern terminus of York Lane; thence through York's property on the six following courses and distances:

- With the eastern margin of York Lane South 14° 18' 05" West 238.27 feet to a point lying in York's property.
- Continuing with the eastern margin of York Lane South 38° 03' 27" East 114.08 feet to a point lying in York's property, the southeastern terminus of York Lane;
- With the southern margin of York Lane North 87° 41' 50" West 32.81 feet to a new iron stake lying in York's property, the southeastern terminus of York Lane;
- With the western margin of York Lane North 38° 03' 27" West 80.12 feet to a new iron stake lying in the western margin of York Lane;

- Continuing with the western margin of York Lane North 38° 03' 27" West 25.0 feet to a new iron stake lying in the western margin of York Lane; and
- Continuing with the western margin of York Lane North 14° 18' 05" East 261.87 feet to a new iron stake lying in York's northeastern boundary line and in the southwestern margin of said Highway, the northwest-ern terminus of York Lane, THE POINT AND PLACE OF BEGINNING OF THIS EASEMENT AND RIGHT OF WAY.

The above-described easement and right of way shall be appurtenant to and shall run with the 1.482 acre tract or parcel of real property described herein-above. The said parcel is further conveyed subject to the conditions and provisions set forth as follows:

- Grantee shall share one fifth of the maintenance and upkeep of York Lane, along with the owners of four other tracts of land to which it is appurtenant.
- Repairs and maintenance of York Lane shall be for the purpose of maintaining York Lane as a private driveway as an all weather, all purpose road and driveway suitable for providing ingress, egress and regress to the five tracts of property from North Carolina Highway 109. Additionally York Lane shall be for drainage and utility purposes to benefit the five tracts of real property referenced in Book 2251, Pages 3853-54.
- Any and all repairs and/or maintenance to the private driveway known as York Lane shall be made in quality equivalent to, or better than, the original work or the original work replaced. Furthermore, Grantee and all owners of lots appurtenant to York Lane shall be responsible for any damage caused to York Lane by themselves, their agents contractors, or subcontractors and the applicable owner responsible for any damages shall immediately repair the damage.
- The easement conveyed herewith shall inure to the benefit of and pass with the parcel conveyed to Grantee here in and shall bind Grantee's heirs, successors and assigns.

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

Said property is commonly known as 4130 Thomasville Road, 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 James E. Brown and Wife, Amanda Kay Brown.

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.

**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.: 15-26411-FC01**

May 17, 24, 2016

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16 SP 336

**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 Thomas A. Hinton a/k/a Thomas A. Hinton, IV and Daisy Hinton to TRSTE, Inc., Trustee(s), which was dated January 26, 2006 and recorded on February 6, 2006 in Book 2636 at Page 4187 and rerecorded/modified/corrected on November 2, 2015 in Book 3257, Page 3656, 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 **May 31, 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:

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.: 15-26411-FC01**

## LEGALS

ALL that certain property situated in the Township of Middle Fork, in the County of Forsyth and State of North Carolina and being described in a Deed dated 07/14/1997 and recorded 07/15/1997 in book 1955 Page 3192 among the Land Records of the County and State set forth above and referenced as follows: Lot 45, Section 2, Subdivision Whitfield Acres, Plat Book 12, Plat Page 62.

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

Said property is commonly known as 3600 Bates Drive, Winston Salem, NC 27105.

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

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

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.: 14-30148-FC01**

May 17, 24, 2016

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16 SP 338

**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 Renae Morrison Kelly and John A. Kelly, Jr. a/k/a John A. Kelly to Westwood Associates, Trustee(s), which was dated March 1, 1999 and recorded on March 4, 1999 in Book 2054 at Page 3179, 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 **May 31, 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 a point in the south line of Radcliff Street at the northwest corner of Lot No. 19; running thence along a part of the west line of Lot No. 19 South 3° 00' West 130 feet to a point, the northeast corner of property conveyed to Arthur O. Spinks and wife, Lucille G. Spinks, by deed dated March 5, 1959; running thence North 87° 00' West along the north line of Spinks property 102 feet, more or less, to a point in the east line of Lot No. 18; thence along a part of the east line of Lot No. 18 North 2° 38' East 130 feet to a point on the south side of Radcliff Street; thence along the south side of Radcliff Street South 87° 00' East 104 feet to the place of BEGINNING, being the northern part of Lot No. Seventeen (17) as shown on plat of A. A. Long property, plat of said property being recorded in Plat Book 3, page 79-A, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made.

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

Said property is commonly known as 1610 Radcliff 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 Renae Morrison Kelly.

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.: 15-26411-FC01**

## LEGALS

**File No.: 16-00784-FC01**

May 17, 24, 2016

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16 SP 340

**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 James Willie Terry And Sharon Campbell Terry to David Shaffer, Trustee(s), which was dated September 9, 2002 and recorded on September 12, 2002 in Book 2279 at Page 2737, 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 **May 31, 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 PROPERTY SITUATED IN THE COUNTY OF FORSYTH AND STATE OF NORTH CAROLINA, BEING DESCRIBED AS FOLLOWS: LOT 146, SALEM WOODS, BOOK 22, PAGE 30. BEING MORE FULLY DESCRIBED IN A DEED DATED 08/10/1979 AND RECORDED 08/15/1979, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 1281 AND PAGE 958.

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

Said property is commonly known as 421 Hathaway 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 All Lawful Heirs of Sharon Campbell Terry.

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.: 16-01918-FC01**

May 17, 24, 2016

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16 SP 341

**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 Bobby B. Holland, Jr. and Irma J. Jackson to Gary L. Lackey, Trustee(s), which was dated May 28, 1999 and recorded on May 28, 1999 in Book 2070 at Page 1795, 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 **May 31, 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 A POINT IN THE WESTERN RIGHT OF WAY LINE OF ALICE STREET, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO TERRY L. KEARSE IN DEED BOOK 1871, PAGE 3797; AND RUNNING THENCE ALONG THE NORTH LINE OF SAID KEARSE PROPERTY, NORTH 89 DEG. 21 MIN. 02 SEC. WEST 206.47 FEET TO A POINT, SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID KEARSE PROPERTY; RUNNING THENCE ALONG THE NEW LINE NORTH 38 DEG. 04 MIN. 03 SEC. EAST 68.94 FEET TO AN EXISTING IRON PIPE; RUNNING THENCE ALONG A NEW LINE NORTH 00 DEG. 36 MIN. 29 SEC. EAST 43.72 FEET TO A POINT IN THE SOUTH LINE OF A 16.5 FOOT ALLEY; RUNNING THENCE ALONG THE SOUTH LINE OF SAID ALLEY SOUTH 87 DEG. 55 MIN. 23 SEC. EAST 199.91 FEET TO A POINT IN THE WESTERN RIGHT OF WAY OF ALICE STREET; RUNNING THENCE ALONG THE WESTERN RIGHT OF WAY OF ALICE STREET SOUTH 21 DEG. 18 MIN. WEST 99.91 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 0.429 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY BY DANIEL W. DONATHAN, R.L.S., DATED MAY 26, 1999.

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

Said property is commonly known as 130 Alice Street, 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

## LEGALS

Powers to Greg Fisher, Trustee(s), which was dated October 26, 2007 and recorded on October 30, 2007 in Book 2792 at Page 2754, 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 **June 7, 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:

A CERTAIN TRACT OR PARCEL OF LAND LOCATED IN WINSTON TOWNSHIP, FORSYTH COUNTY, STATE OF NORTH CAROLINA, AND BOUNDED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT NO. 68, BLOCK J, AS SHOWN ON THE MAP OF TURNKEY III, REVISED, RECORDED IN PLAT BOOK 24 AT PAGE 179, 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 4211 Orchid Place, 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 Katherine R. Powers.

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.: 15-15206-FC01**

May 24, 31, 2016

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**15 SP 385**

**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 Wallace Ferguson and Barbara P. Ferguson to Mike Hartstock, Trustee(s), which was dated October 26, 1998 and recorded on November 2, 1998 in Book 2033 at Page 123, 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 **June 7, 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:

TRACT I:  
BEGINNING at an iron stake in the south right of way lie of Pressman Drive (formerly Walker Drive), said iron stake being located at the Northwest corner of Lot 14 on the hereinafter referred to map; from said beginning point; thence, running with the South right of way lie of the said Pressman Drive South 86 degrees 7 minutes East 134.3 feet to an iron stake, the Northwest corner of Lot 17 on the hereinafter referred to map; thence running with the East line of the said Lot 17 South 3 degrees 50 minutes West 152.83 feet to an iron stake, the Southeast corner of said Lot 17; thence running with the lines of Lots 17, 16, 15, and 14 on the hereinafter referred to map; North 86 degrees 13 minutes West 133 feet to an iron stake, the Southeast corner of Lot 13 on the hereinafter referred to map; thence running with the East line of said Lot 13 North 3 degrees 21 minutes East 153.6 feet to the point and place of BEGINNING, the same being Lots 14, 15, 16, & 17 on the map by W.E. Tuttle, Surveyor, dated 1949, captioned "Walker Heights", and recorded in Book 1 at Page 43 in the Office of the Clerk of Superior Court of Forsyth County to which map reference is hereby made for a more particular description. This is the same property that described in Book 1107, Page 992, and Deed Book 1001, Page 500 of the Forsyth County Registry.

TRACT II:  
FRONTING on the north side of White Street and being known and designated as Lot No. 2 on the Map of Whitfield Property, Section 3, as surveyed and platted by Guy F. Hinshaw, August 1937 and recorded in Plat Book 9 at Page 178, 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 5020 Pressman Drive and 2119 White Street, 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 Barbara P. Ferguson a/k/a Barbara P. Barnes.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser

## LEGALS

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.: 15-04122-FC01**

May 24, 31, 2016

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**15 SP 71**

**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 Gabrielle M. Waldeck to Thomas G. Jacobs, Trustee(s), which was dated August 20, 2004 and recorded on August 20, 2004 in Book RE 2498 at Page 791 and rerecorded/modified/corrected on September 14, 2004 in Book RE 2504, Page 1760, 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 **June 7, 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 Condominium Unit No. 2001 as described in the plans of Aspen Park Condominium, Phase III, Section 8, which are recorded in Condominium Book 3 at Pages 95 through 98, inclusive, in the Office of the Register of Deeds of Forsyth County, North Carolina.

Together with all rights and easements appurtenant to said Unit as specifically enumerated in the "Declaration of Condominium" issued by John N. Davis, III, et al, and recorded in Book 1516, Pages 537 through 549 (plus exhibits), et seq. on the 22nd day of November, 1985; and pursuant thereto, membership in Aspen Park Recreational Corporation, a North Carolina nonprofit corporation; and

Together with all rights of Grantor in and to the limited common areas and facilities appurtenant to said Unit; and

Subject to the Declaration of Condominium and the By-Laws, annexed thereto, which with all attachments thereto, are incorporated herein as if set forth in their entirety; and by the way of illustration and not by way of limitation provide for: (1) 1.470588 as the percentage of undivided fee simple interest appertaining to the above Unit in the Common Area and Facilities, which percentage may be reduced as provided therein, the reduction of said percentage of ownership, the Grantee herein specifically agree to and acknowledge their acceptance by the accepting of this Deed; (2) the use and restriction of use of the Unit for residential and lodging accommodation purposes and other uses reasonably incidental thereto; (3) property rights of Grantees as a Unit Owner and any guests or invitees of Grantees, in and to the Common Areas; (4) the obligations and responsibility of Grantees for regular monthly assessments and special assessments, and the effect of non-payment thereof as set forth in the Declaration and the By-Laws annexed thereto; (5) the limitations upon the use of the Commons Areas; (6) the obligations of the limitations upon the use of the Common Areas (6) the obligations of Grantee and the Association mentioned in the By-Laws for maintenance; and (7) restrictions upon use of the Unit Ownership and real property conveyed hereby.

For further reference, see Deed Book 2084, Page 848, Forsyth County Registry.

Being informally known as Tax Block 6078, Lot 001A, Winston Township, Forsyth County Tax Records.

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

Said property is commonly known as 2001 Aspen Way, 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 Christina Bilzi Butler.

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.: 14-30178-FC01**

May 24, 31, 2016

## LEGALS

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**NORTH CAROLINA  
FORSYTH COUNTY**

**Special Proceedings No.15 SP 884  
Substitute Trustee: Philip A. Glass**

**AMENDED NOTICE OF FORECLOSURE SALE**

Date of Sale: June 01, 2016  
Time of Sale: 11:00AM  
Place of Sale: Forsyth County Courthouse  
Description of Property: See Attached Description  
Record Owners: Brian J. Clark and wife, Jessica F. Clark  
Address of Property: 109 Powers Rd.  
Winston Salem, NC 27106

Deed of Trust:  
Book : RE 2842 Page: 3194  
Dated: June 25, 2008  
Grantors: Brian J. Clark and Jessica F. Clark, Husband and Wife  
Original Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Investors Corporation

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

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

A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price 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.

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

ALL THAT CERTAIN LOT OR PARCEL OF LAND LYING AND BEING IN FORSYTH COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a ½" iron pipe located in the Western right of way of Powers Road said iron being located south 24 deg. 12' 09" west 96.95 feet from a ½" existing iron pipe in the northeastern corner of that property deeded to MAGG Investments LLC at deed book 2613 page 2670, said iron being located South 59 deg. 04' 16" west 24.06 feet from a sanitary sewer manhole in the said Powers Road; running from said iron pipe placed south 24 deg. 12' 09" west 58.94 feet to an iron pipe placed; and running thence along the same course 11.06 feet, and running from said iron along a new line north 65 deg. 47' 50" west 227.23 feet to an existing iron pipe placed; running from said iron north 08 deg. 43' 10" east 3.20 feet to an existing iron pipe; running thence along the same course 59.22 feet to an existing iron pipe; and running from said iron pipe along a new line south 68 deg. 06' 26" east 244.09 feet to the point and place of beginning and containing .353 acres more or less.

Being known and designated as new lot 114 tracts B, D, and F of an unrecorded Plat for Corbin Place Associates LLC by Phillip R. Ball, RLS dated June 12, 2006 revised October 30, 2007 and being a portion of tax lots 113, 114 and 115 Block 3425

BEING THE SAME PROPERTY CONVEYED TO BRIAN J. CLARK AND WIFE, JESSICA F. CLARK BY DEED FROM CORBIN PLACE ASSOCIATES, LLC RECORDED 11/28/2007 IN DEED BOOK 2798 PAGE 40, IN THE REGISTER OF DEEDS OFFICE OF FORSYTH NORTH CAROLINA.

PARCEL ID: 6817-21-4845.00  
PROPERTY ADDRESS: 109 POWERS ROAD, WINSTON-SALEM, NC 27106

May 24, 31, 2016

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**16 SP 20**

**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 Carlton Carpenter to Brock & Scott, Trustee(s), which was dated August 11, 2000 and recorded on August 15, 2000 in Book BK2129 at Page P3953, 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 **June 7, 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 ALL OF LOT 4, AS SHOWN ON THE MAP OR PLAT OF SOUTHWEST QUARTER, SECTION 1, WHICH IS DULY RECORDED IN PLAT BOOK 32, PAGE 106, REGISTER OF DEEDS FOR FORSYTH COUNTY, NORTH CAROLINA, TO WHICH PLAN REFERENCE IS HERE MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION THEREOF.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 713 McLean Avenue, 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." 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 Lonnie F. Carpenter.

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

## LEGALS

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.: 10-00841-FC03**

May 24, 31, 2016

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**16 SP 36**

**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 Patricia B. Mignone to Fidelity Nation Title Company, Trustee(s), which was dated November 15, 2013 and recorded on January 14, 2014 in Book RE 3162 at Page 3254, 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 **June 7, 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 1 OF GRAYSTONE FORREST, SECTION 1, A MAP AND PLAT OF WHICH IS RECORDED IN PLAT BOOK 27 AT PAGE 17 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

BEING THE SAME PREMISES CONVEYED TO MARIO MIGNONE AND PATRICIA B. MIGNONE BY VIRTUE OF A WARRANTY DEED FROM GARLAN H. HAGE AND SHIRLEY M. HAGE, DATED 2/14/1980 AND RECORDED 2/22/1980, IN THE COUNTY OF FORSYTH, STATE OF NORTH CAROLINA, IN BOOK 1297, PAGE 705.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 1537 Kerner Road, Kernersville, NC 27284.

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

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

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.: 15-25413-FC01**

May 24, 31, 2016

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**16 SP 380**

**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 Angela C. Myers and Frederick A. Myers to New Salem, Inc., Trustee(s), which was dated November 13, 1998 and recorded on November 16, 1998 in Book 2035 at Page 2687, 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 **June 7, 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. 29 as shown on the Map of MALLARD LAKES, recorded in Plat Book 23 at Page 138, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which map reference is hereby made for a more particular description.

BEING INFORMALLY KNOWN as Tax Lot 029, Block 5039, Bethania Township, Forsyth County Tax Records.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 5995 Renwood 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

## LEGALS

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 **June 7, 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 iron, said iron being North 03 degrees 11 minutes 37 seconds East 417.75 feet from the Northern right of way line of Clemmonsville Road; thence from said beginning point North 87 degrees 09 minutes 35 seconds West 14 feet to an iron; thence North 03 degrees 6 minutes 03 seconds East 634.10 feet to an iron, the Northeast corner of Tickle (Deed Book 1407, Page 1722); thence with the North line of Tickle, North 87 degrees 28 minutes 00 seconds West 205.10 feet to an iron in the East line of Audrey Patterson (Deed Book 495, Page 258); thence with Patterson's East line, North 02 degrees 55 minutes 30 seconds East 501.45 feet to an iron in the South line of Bettie Rix (Book 951, Page 226); thence South 87 degrees 27 minutes 33 seconds East 220.63 feet to an iron in the Northwest corner of Charles W. Parks (Book 706, Page 304); thence with Parks' West line, South 03 degrees 11 minutes 37 seconds West 1135.60 feet to an iron, the Point and Place of Beginning. Said parcel contains 2.724 acres, more or less, according to survey dated May 23, 1989 by Larry L. Callahan R.L.S., L-2499, designated as Job No. 5460-4, reference to which is hereby made for a more particular description.

Together with an easement from Clemmonsville Road described as follows:

Beginning at a point in the Southeast corner of John T. George (Book 750, Page 380) said point lying in Clemmonsville Road; thence from said point, North 03 degrees 11 minutes 37 seconds East 480 feet to a point; thence South 87 degrees 33 minutes 23 seconds East 14 feet to a point; thence South 03 degrees 11 minutes 37 seconds West 480 feet to a point in Clemmonsville Road; thence North 87 degrees 33 minutes 23 seconds West 14 feet to the place of beginning. Being the identical easement described in Book 1134, Page 386, Forsyth County Registry, to which instrument reference is hereby made.

The property described above is subject to easements recorded in Book 1295 at Pages 735, 738 and 902 over the Southernmost portion of the land described above and more particularly described as follows:

Beginning at an iron, said iron being North 03 degrees 11 minutes 37 seconds East 417.75 feet from the Northern right of way of Clemmonsville Road; thence North 87 degrees 09 minutes 35 seconds West 14 feet to an iron; thence North 03 degrees 16 minutes 03 seconds East 634.10 feet to an iron; thence South 87 degrees 09 minutes 35 seconds East 14 feet to a point; thence South 03 degrees 11 minutes 37 seconds West 634.10 feet to an iron, the point and place of beginning.

Subject to access easements at, Deed Book 1134, Page 386 and Deed Book 1670, Page 2897; F.C.R.. Further subject to a road maintenance agreement as recorded at Deed Book 1670, Page 2905; F.C.R.

Being the same property described at Deed Book 1860, Page 1630; F.C.R.

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

Said property is commonly known as 1900 Shady Hollow Lane, 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." 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 Cynthia Spurgeon.

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  
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.: 16-04600-FC01**

May 24, 31, 2016

\* \* \* \* \*

**STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH  
IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
16-SP-480**

In the Matter of the Foreclosure of the Deed of Trust executed by Jose Elias Villatoro, Grantor, To Robert W. Porter, Original Trustee, As recorded in Book 2792, Page 1033 and as recorded in Book 2811, Page 4079 of the Forsyth County Public Registry.

**NOTICE OF SUBSTITUTE TRUSTEE'S  
FORECLOSURE SALE OF REAL PROPERTY**

Pursuant to the power and authority contained in the Deed of Trust from JOSE ELIAS VILLATORO to Robert W. Porter for the benefit of Fred M. Pettyjohn recorded in Book 2792, Page 1033 of the Forsyth County Public Registry and rerecorded in Book 2811, Page 4079 of the Forsyth County Public Registry (the "Deed of Trust"), the undersigned Substitute Trustee will sell at public auction, to the highest bidder for cash, the real property described in Exhibit A attached to the Deeds of Trust (which description is fully incorporated herein by reference), together with all rights, privileges and appurtenances thereto (the "Property").

The record owners of the Property as reflected by the records of the Register of Deeds of Forsyth County not more than ten (10) days prior to the posting of this Notice was JOSE ELIAS VILLATORO.

The Property will be sold subject to any and all matters superior to the lien of the Deed of Trust, including without limitation: (a) superior mortgages, deeds of trust, liens and assessments, if any; (b) the lien of unpaid ad valorem taxes; (c) valid and enforceable easements and restrictions of record; and (d) matters which would be revealed by a current and accurate survey of the property.

The Property will be sold "AS IS, WHERE IS." Neither the Substitute Trustee nor the holder of the debt secured by the Deeds of Trust, nor their respective officers, directors, attorneys, employees, agents or authorized representatives, 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, and any and all responsibilities or liabilities arising out of or in any way relating to such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Section 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of ten percent (10%) of the amount bid. Any successful bidder shall

## LEGALS

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 of the purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Sections 45-21.30(d) and (e). In addition to the purchase price so bid any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale.

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

**DATE OF SALE:** June 2, 2016

**HOUR OF SALE:** 1:00 a.m.

**PLACE OF SALE:** Forsyth County Courthouse

This the 16th day of May 2016.

Darren S. Cranfill, Substitute Trustee  
2625 Neudorf Road, Suite 500  
Clemmons, North Carolina 27012  
Telephone: (336) 766-9997

May 24, 31, 2016

\* \* \* \* \*

**PUBLIC NOTICE**

On May 18, 2016, the proposed Budget for the Fiscal Year 2016-2017 for the Town of Kernersville, NC has been distributed to the Board of Aldermen and has been made available for public inspection in the Town Hall at the Town Clerk's Office weekdays from 8:00 AM to 5:00 PM. A copy is also available for inspection at the Paddison Memorial Library during regular Library hours. (Inquire at the Library Desk.)

The Board of Aldermen will hold a Public Hearing on June 7, 2016, at 7:00 PM on the proposed Fiscal Year 2016-2017 Budget at Kernersville Municipal Council Chambers at Town Hall, located at 134 E. Mountain Street in Kernersville.

The Town of Kernersville holds all public meetings in accessible rooms. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting should call 992-0404 (voice) or 993-0196 (TDD) at least 48 hours before the scheduled meeting.

Keith Hooker  
Town Clerk

May 24, 2016

\* \* \* \* \*