

Kernersville News

Legal Notices

Kernersville News, Saturday-Sunday, September 13 & 14, 2014

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LEGALS

14 SP 904

NOTICE OF FORECLOSURE SALE

Under and by virtue of the authority contained in a certain deed of trust dated May 9, 2003, securing a note and indebtedness of \$130,900.00, which was executed by Dontre R. Johnson (the current owner of the property described therein is Dontre R. Johnson), and which is recorded in Book 2349 at Page 5132 and re-recorded in Book 2362 at Page 312 on June 12, 2003, Forsyth County Registry, the undersigned having been appointed Substitute Trustee by instrument recorded in Book 3184 at Page 2068 of said Registry, default having occurred in the payment of the note secured by said deed of trust, and at the request of the holder of said note and pursuant to Order of Foreclosure dated the 26th day of August, 2014, the undersigned Substitute Trustee, in accordance with the provisions of said deed of trust, will offer for sale at public auction to the highest bidder for cash at **10:00 a.m. on Tuesday, September 16, 2014**, at the Courthouse door (in the second level lobby of the Hall of Justice, Forsyth County Hall of Justice, Winston-Salem, Forsyth County, North Carolina), the lot and fixtures located at 6930 Channel Forest Drive, Belews Creek, NC 27009, which is more particularly described as follows:

Being known and designated as Lot 152, as shown on the plat of SALEM QUARTER, SECTION FIVE, as recorded in Plat Book 45, Page 10, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Said property will be sold subject to taxes, assessments, and any superior easements, rights of way, restrictions of record, prior liens, or other prior encumbrances, said sale to remain open for increased bids for ten days after report thereof to the Clerk of Superior Court. The Substitute Trustee may require the high bidder to deposit cash at the sale in an amount equal to five percent of the amount bid as a good faith deposit. The sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third-party bidder shall be required to make payment for any such tax.

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 of the purchase price so bid, at that time he shall remain liable on his bid, as provided for in N.C.G.S. §45-21.30 (d) and (e).

In the event the Substitute Trustee allows the successful bidder to delay payment of the purchase price, said bidder shall be required to pay interest on the bid amount at the rate specified by the Note which secures the deed of trust, from the date the upset period ended until such time the bidder tenders the full balance.

An order for possession of the property may be issued pursuant to NCGS §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold.

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

This the 26th day of August, 2014.

Philip E. Searcy, Substitute Trustee
WELLS JENKINS LUCAS & JENKINS PLLC
Attorneys and Counselors at Law
155 Sunnynoll Court, Suite 200
Winston-Salem, NC 27106
Telephone: (336) 725-2900

September 6, 13, 2014

14 SP 1005

NOTICE OF FORECLOSURE SALE

Under and by virtue of the authority contained in a certain deed of trust dated December 20, 2007, securing a note and indebtedness of \$112,625.00, which was executed by Antonio Thomas (the current owner of the property described therein is Antonio Thomas), and which is recorded in Book 2802 at Page 3848, Forsyth County Registry, the undersigned having been appointed Substitute Trustee by instrument recorded in Book 3186 at Page 2791 of said Registry, default having occurred in the payment of the note secured by said deed of trust, and at the request of the holder of said note and pursuant to Order of Foreclosure dated the 26th day of August, 2014, the undersigned Substitute Trustee, in accordance with the provisions of said deed of trust, will offer for sale at public auction to the highest bidder for cash at **10:00 a.m. on Tuesday, September 16, 2014**, at the Courthouse door (in the second level lobby of the Hall of Justice, Forsyth County Hall of Justice, Winston-Salem, Forsyth County, North Carolina), the lot and fixtures located at 3732 Foxton Drive, Winston-Salem, NC 27105, which is more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 12, as shown on a plat of COVINGTON SUBDIVISION, PHASE 1B, as recorded in Plat Book 52, Page 177, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Said property will be sold subject to taxes, assessments, and any superior easements, rights of way, restrictions of record, prior liens, or other prior encumbrances, said sale to remain open for increased bids for ten days after report thereof to the Clerk of Superior Court. The Substitute Trustee may require the high bidder to deposit cash at the sale in an amount equal to five percent of the amount bid as a good faith deposit. The sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third-party bidder shall be required to make payment for any such tax.

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 of the purchase price so bid, at that time he shall remain liable on his bid, as provided for in N.C.G.S. §45-21.30 (d) and (e).

In the event the Substitute Trustee allows the successful bidder to delay payment of the purchase price, said bidder shall be required to pay interest on the bid amount at the rate specified by the Note which secures the deed of trust, from the date the upset period ended until such time the bidder tenders the full balance.

An order for possession of the property may be issued pursuant to NCGS §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold.

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

This the 26th day of August, 2014.

Philip E. Searcy, Substitute Trustee
WELLS JENKINS LUCAS & JENKINS PLLC
Attorneys and Counselors at Law
155 Sunnynoll Court, Suite 200
Winston-Salem, NC 27106

LEGALS

Telephone: (336) 725-2900

September 6, 13, 2014

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

Having qualified as Executor of the Estate of Ann Minghusuan Sun, late of Forsyth County, North Carolina, the undersigned does hereby notify all parties having claims against said estate to exhibit them to the undersigned on or before December 8, 2014 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 6th day of September, 2014.

Sophia L. Harvey
1918 S. Main Street
Winston-Salem, NC 27127

September 6, 13, 20, 27, 2014

NORTH CAROLINA
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK 2014 SP 990

**IN THE MATTER OF:
The Foreclosure of the Deed of Trust
executed by Herman E. Hickman
and wife, Beth L. Hickman
in Book 3012, Page 4263
Forsyth County Registry
By Robert W. Porter, Substitute Trustee**

AMENDED NOTICE OF FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that under and by virtue of the power of sale contained in the Deed of Trust referred to above, the undersigned Trustee will expose for sale at public auction the real property more particularly described in said Deed of Trust and also known as 350 Lynn Avenue, Winston-Salem, North Carolina 27104.

The record owner of the real property is Herman E. Hickman and wife, Beth L. Hickman, as reflected in the records of the Office of the Register of Deeds of Forsyth County not more than ten (10) days prior to the posting of this Notice of Sale.

The aforesaid public auction of such real property will be held on **September 23, 2014, at 12:15 p.m. at the bulletin board outside the Clerk's office in the main lobby on the Second Floor of the Forsyth County Hall of Justice, 200 North Main Street, Winston-Salem, North Carolina 27101.**

Such real property is to be sold for cash subject to all prior liens, encumbrances, restrictions, easements and rights-of-way of record, and to all taxes, and special assessments, if any.

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

The property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Substitute Trustee, nor the holder of the Note secured by the Deed of Trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute Trustee or the Holder of the note, make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in anyway relating to any such condition are expressly disclaimed.

The successful purchaser at the foreclosure sale may obtain an order for possession of the property pursuant to N.C. Gen. Stat. §45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Pursuant to the terms of the Deed of Trust, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit of five percent (5%) of the bid. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash at the time the Substitute Trustee tenders to him a deed for the real property or attempts to tender such deed, and should said successful bidder fail to pay at that time the full balance of the purchase price so bid, he shall remain liable on his bid as provided for in N.C. Gen. Stat. §45-21.30(d) and (e).

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

This the 27th day of August, 2014.

Robert W. Porter, Substitute Trustee

September 13, 20, 2014

NORTH CAROLINA
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK 14 SP 927

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM TRENWEST MANAGEMENT, LLC, DATED JUNE 25, 2004, RECORDED IN BOOK 2482, PAGE 4516 AND RE-RECORDED IN BOOK 2485, PAGE 3155, FORSYTH COUNTY REGISTRY

NOTICE OF FORECLOSURE SALE

Pursuant to an order entered August 13, 2014, in the Superior Court for Forsyth County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash,

AT THE COURTHOUSE DOOR IN
WINSTON-SALEM, FORSYTH COUNTY,
NORTH CAROLINA
ON SEPTEMBER 23, 2014 AT 11:00 A.M.

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

BEGINNING at a point in the southeast line of Trenwest Drive, said point being marked by an iron stake 908.44 feet southwestwardly from the point of curve at the southwest corner of Bethesda Road and Trenwest Drive, said beginning point being the westernmost corner of a tract described in Deed Book 983, page 614; thence with said property's southwest line, South 47 deg. 26' 30" East 124.95 feet to an iron, the south corner of Deed Book 983, page 614; thence South 42 deg. 34' 30" West 112.02 feet to an iron stake; thence South 42 deg. 34' 30" West 112.02 feet to an iron stake; thence South 41 deg. 54' 30" West 88.54 feet, a corner with W.R. Lambert's (See Deed Book 983, page 519); thence with said Lambert's Northeast line North 47 deg. 26' 40" West 125.91 feet to an iron in the southeast line of Trenwest Drive; and thence with

LEGALS

said line of Trenwest Drive, North 42 deg. 33' 30" East 200.00 feet to the point and place of BEGINNING, containing 25,028.7 square feet. This description was derived from a plat of survey prepared by Joseph E. Franklin, R.L.S., dated June 27, 1969, and revised July 7, 1972, said plat of survey being labeled "Property of James G. Strupe," (Job No. 9-829). This is the same property as that described in Deed Book 984, page 64, as revised by a corrected survey.

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

The record owner of the real property not more than ten days prior to the date hereof is Trenwest Management, LLC.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by non-warranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run.

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$.45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A 308(a) (1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

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

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

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

This 13th day of August, 2014.

James S. Livermon Jr. Esq.
PO Box 217
114 Whitfield Street
Enfield, NC 27823

September 14, 21, 2014

LEGALS

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Classifieds