

# Kernersville News Legal Notices

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Tuesday News, June 28, 2016

## LEGALS

### Notice to Creditors

Having qualified as Co-Executors of the Estate of Elizabeth Breeden Monroe (aka Elizabeth B. Monroe, Elizabeth Mabel Breeden Monroe), late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 8th day of September, 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 7th day of June, 2016.

Elizabeth Cloud Monroe, Co-Executor  
John H. Monroe, Jr., Co-Executor  
Thomas Guy Monroe, III, Co-Executor  
Estate of Elizabeth Breeden Monroe  
c/o Craig Jenkins Lipfert & Walker LLP  
110 Oakwood Drive, Suite 300  
Winston-Salem, NC 27103

Craig Jenkins Lipfert & Walker, LLP

June 7, 14, 21, 28, 2016

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14 SP 1296

### 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 Jatique Dailey and Linwood Oliver to David B. Craig, Trustee(s), which was dated November 4, 2004 and recorded on November 11, 2004 in Book RE 2519 at Page 2049, 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 **July 5, 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 Number 48 and 49 as shown on the Map of East 14th Street Development, recorded in Plat Book 2, Page 32A(2) 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 2216 Booker 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 Jatique R. Dailey.

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.: 14-15638-FC01

June 21, 28, 2016

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NORTH CAROLINA  
FORSYTH COUNTY

Special Proceedings No. 16 SP 518  
Substitute Trustee: Philip A. Glass

### NOTICE OF FORECLOSURE SALE

Date of Sale: June 29, 2016  
Time of Sale: 11:00 a.m.  
Place of Sale: Forsyth County Courthouse  
Description of Property: See Attached Description  
Record Owners: Rafael Martinez-Rodriguez  
Address of Property: 1500 Berwick Road  
Winston-Salem, NC 27103

Deed of Trust:  
Book : RE 3179 Page: 749  
Dated: May 16, 2014  
Grantors: Rafael Martinez Rodriguez, an unmarried man  
Original Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as a nominee for Plaza Home Mortgage Inc.

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

## LEGALS

third party bidder shall be required to make payment for any such county land transfer tax.

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

Residential real property with less than 15 rental units, including single-family residential real property, an order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but not more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Dated: 05/24/2016

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

Posted on 05/24/2016

BEING KNOWN and designated as Lot No. 24, as shown on the map of Westmore Hills, Section 4, As recorded in Plat Book 18, Page 120, 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 of said property.

Less and except property conveyed by Consent Judgment to State Highway Commission recorded in Book 1001, Page 332, Forsyth County Registry,

Said property address is commonly known as 1500 Berwick Road, Winston Salem, NC 27103

Property ID: 6814-96-3764.00

June 21, 28, 2016

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16 SP 525

### 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 Rodney L. Coleman and Rolanda Coleman to Thomas G. Jacobs, Trustee(s), which was dated November 24, 2006 and recorded on November 29, 2006 in Book RE 2712 at Page 1969, 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 **July 5, 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 east line of Lot 27 of Country Club Annex, Section Two as recorded in Plat Book 22, Page 86 in the office of the Register of Deeds of Forsyth County, North Carolina, said point lying distant North 01° 39' 25" East 156.00 feet from a stone at the northwest corner of Lot 29 as shown on the aforementioned plat; thence from said beginning point along the east line of Lots 27, 26 and 25 of said Country Club Annex, Section Two, North 01° 39' 25" East 162.58 feet to an iron, the southwest corner of Randy Moore as described in deed recorded in Book 2103 at Page 3321. Forsyth County Registry; thence with Moore's south line South 86° 58' 49" East 345.07 feet to an iron, the northwest corner of property of David M. Berube as described in deed recorded in Book 2079 at Page 3064, Forsyth County Registry; thence with Berube's west line South 00° 47' 12" West 159.50 feet to an iron in the center of a thirty (30) foot private easement, the northeast corner of property of Sandra D. Campbell as described in deed recorded in Book 2089 at Page 2074, Forsyth County Registry; thence with Campbell's north line North 87° 30' 18" West 347.39 feet to the point and place of BEGINNING containing 1.280 acres, more or less, all according to survey of Kent J. Franklin dated August 26, 2000 and being the identical property described in deed recorded in Book 2124 at Page 731, Forsyth County Registry.

Perpetual Easement: The above-described property is conveyed together with and subject to a perpetual non-exclusive private easement for ingress and egress and utilities access, said private easement extending westward from Old Rural Hall Road and being thirty (30) feet in width and having as its south margin a line more particularly described as follows:

BEGINNING at an existing iron pipe in the west right-of-way of Old Rural Hall Road, said point being at the northeast corner of the property of Daniel E. Rosahac as described in deed recorded in Book 1913 at Page 3387, Forsyth County Registry; thence from said BEGINNING North 88° 46' 34" West 163.10 feet to a new iron pipe; thence South 73° 44' 43" West 80.40 feet to a new iron pipe; thence North 87° 30' 18" West crossing a new iron pipe at 284.55 feet and continuing on the same course an additional thirty (30) feet to a point.

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

Said property is commonly known as 105 Kiger Farm Road, 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 Rodney Laven Coleman.

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

## LEGALS

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.: 16-06283-FC01

June 21, 28, 2016

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NOTICE OF SERVICE OF PROCESS BY PUBLICATION  
STATE OF NORTH CAROLINA - FORSYTH COUNTY  
In the General Court of Justice - District Court

OTIS KING VS. SANDRA M. SCHNEIDER  
FORSYTH COUNTY.

Mrs. Sandra M. Schneider:

Take notice that a pleading seeking relief against you has been filed in the above entitled court. The nature of the relief sought is a Complaint for Absolute Divorce. You are required to make a defense to such pleading no later than August 2, 2016 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This, the 20th day of June, 2016.

Gib Hobson  
Dummit Fradin  
1133 West First Street  
Winston Salem, NC 27101

June 21, 28, July 5, 2016

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NORTH CAROLINA  
FORSYTH COUNTY

### NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Peggy Oehman Munday, also known as Peggy Mundy, 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 September 23, 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 21st day of June, 2016.

Donald Blake Graham  
5496 Oakview Drive  
Bellevue Creek, NC 27009

June 21, 28, July 5, 12, 2016

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16 SP 648

### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Raul Lio and Amanda Lio to William R. Echols, Trustee(s), which was dated December 19, 2001 and recorded on December 21, 2001 in Book 2221 at Page 1654 and rerecorded/modified/corrected on April 21, 2005 in Book 2558, Page 3164; rerecorded/modified/corrected on February 25, 2016 in Book 3273, Page 759 and rerecorded/modified/corrected on March 28, 2016 in Book 3277, Page 3363, 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 **July 12, 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 in the southern right of way of Cranford Street; said iron stake being the terminus of Cranford Street at its intersection with Heitman Street and running thence from said beginning iron stake, South 02 deg. 15' West 379.5 feet to an iron stake; thence westwardly 54 feet to an iron stake; thence North 02 deg. 13' East 381.3 feet to an iron stake in the southern right of way line of Cranford Street; thence South 88 deg. 15' East 55 feet to the point and place of beginning, same being a portion of Lot Number 31, Block G, of the E. B. Cassell Farm as recorded in Plat Book 3, Page 84 in the Office of the Register of Deeds of Forsyth County, North Carolina, and being that same property described in Deed Book 801, Page 440, in the Office of the Register of Deeds of Forsyth County, North Carolina.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 1090 Heitman Court, 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 Raul Lio and wife, Amanda Lio.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the

## LEGALS

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.: 14-25078-FC01

June 28, July 5, 2016

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### 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 Lisa D. Coggins to Thomas G. Jacobs, Trustee(s), which was dated November 16, 2007 and recorded on November 16, 2007 in Book RE 2796 at Page 1338, 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 **July 12, 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(S) 37, AS SHOWN ON THE MAP OF ROLLING GREEN FOREST, WHICH MAP IS RECORDED IN PLAT BOOK 40, PAGE 20, 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 205 Coghill 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 Lisa D. Coggins.

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.: 11-16903-FC02

June 28, July 5, 2016

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15 SP 1553

### 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 Anthony R. Dodd to William R. Echols, Trustee(s), which was dated April 6, 2010 and recorded on April 8, 2010 in Book 2940 at Page 1779, 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 **July 12, 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 the stake in the northward right of way of Broadview Road and the southeast corner of Lot 1 of Brookcliffe Sec. 3 as recorded in Plat Book 25, Page 65 of the Forsyth County Registry, running along said right-of-way South 42-56-51' West 89.83 feet to a point in a creek; thence North 81-49-05' West 136.64 feet to a stake on the south side of the creek;

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thence across said creek North 2-41 East 72.70 feet to a stake; thence North 25-10 West 167.40 feet to a stake near the southeast corner of Woodview Lake; thence along the eastern edge of said lake North 34-6 West 253.80 feet to a stake and continuing along the edge of said lake North 4-35 West 385.10 feet to a stake near the eastern edge of said lake; thence North 35-48 East 56.10 feet to a stake; thence North 10-28 East 50.40 feet to a stake in the southwest corner of Tax Lot 101A, Block 5051; thence South 88-33-41 East 25.0 feet to a stake at the southeast corner of Tax Lot 101A and the northwest corner of Lot 5, Brookcliffe Sec. 3; thence along the western line of said Lot 5 south 1-40-41 East 135.86 feet to a stake in said line; thence along the west lines of Lot 5 and Lot 4A South 7-51-52 East 136.45 feet to a stake; thence along the west lines of Lot 4A and 4D South 14-6-22 East 135.94 feet to a stake; thence along the west line of Lot 4C South 20-23-56 East 136.06 feet to a stake at the southwest corner of Lot 4C and the northwest corner of Lot 3; thence along the west line of Lot 3 South 26-36-57 East 136.08 feet to a stake at the southeast corner of Lot 3 and the northwest corner of Lot 2; thence along the west line of Lot 2 south 45-22-32 East 137.67 feet to the southeast corner of Lot 2 and the southwest corner of Lot 1; thence along the southwestern line of Lot 1 South 42-37 East 159.78 feet to the point and place of BEGINNING. Containing approximately 2.091 acres, more or less, as shown on the unrecorded map of Kenneth L. Poster, dated January 10, 1986. This tract is also known as Lot 101B of Tax Block 5051 in the Forsyth County Tax Office.

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

Said property is commonly known as 3211 Broadview Drive, Pfafftown, NC 27040.

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 Anthony R. Dodd.

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

## LEGALS

**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.

**This is a communication from a debt collector. The purpose of this Communication is to collect a debt and any information obtained will be used for that purpose, except as stated below in the instance of bankruptcy protection.**

**If you are under the protection of the bankruptcy court or have been discharged as a result of a bankruptcy proceeding, this notice is given to you pursuant to statutory requirement and for informational purposes and is not intended as an attempt to collect a debt or as an act to collect, assess, or recover all or any portion of the debt from you personally.**

Attorney at Law  
David L. Tkach, PLLC  
Attorney for Poore Substitute Trustee, LTD  
Substitute Trustee

June 28, July 5, 2016

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**16 SP 579**

**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 Bulmaro E. Aguilar a/k/a Bulmaro Aguilar and Sumner D. Aguilar to Terry Hutchens, Esquire, Trustee(s), which was dated January 14, 2009 and recorded on January 21, 2009 in Book RE 2869 at Page 2334 and rerecorded/modified/corrected on January 28, 2009 in Book RE 2870, Page 2310, 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 **July 12, 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. 55 as shown on the map of Harmon Hill, Section 2, said map being recorded in Plat Book 42, Page 68, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

This same property conveyed to Bulmaro Aguilar and wife Sumner D. Aguilar by Deed of Jacob Builders, LLC in Book RE 2604 and Page 1706-1707 on 09/29/2005.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 116 Smith Branch Court, 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 Bulmaro Aguilar a/k/a Bulmaro E. Aguilar and wife, Sumner D. Aguilar.

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.: 11-21025-FC03**

June 28, July 5, 2016

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**16 SP 600**

**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 Shanikia N. Sturdivant a/k/a Shanikia N. Sturdivant to TRSTE, Inc., Trustee(s), which was dated May 27, 2005 and recorded on May 27, 2005 in Book RE 2568 at Page 3760 and rerecorded/modified/corrected on September 17, 2015 in Book 3250, Page 3545, 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 **July 12, 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 lying in the southern right of way line of Kernersville Road and being the southeast intersection of Kernersville Road and Martindale Road; and then from said point of beginning along Kernersville Road North 85 degrees 13 minutes 08 seconds East 89.30 feet to a point; and thence along the western boundary of Lot 23, Block 2625, Forsyth County Tax Maps South 07 degrees 16 minutes 20 seconds East 139.61 feet to a point; and the North 87 degrees 09 minutes 57 seconds West 97.99 feet to a point; running thence along the eastern boundary

## LEGALS

of Martindale Road North 02 degrees 50 minutes 03 seconds East 86.71 feet to a point being the point and place of Beginning. Said lot being the northern half of Lot 22, Block 2625, Forsyth County Tax Maps. Also being known and designated as Block 2625 Lot 022A, Forsyth County Tax Maps.

Save and except any releases, deeds of release or prior conveyances of record.  
Said property is commonly known as 3336 Kernersville Drive, 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 Shanikia N. Sturdivant a/k/a Shanikia N. Sturdivant.

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.: 10-31144-FC02**

June 28, July 5, 2016

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**16 SP 617**

**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 Ruby D. Tate to PRLAP, Inc., Trustee(s), which was dated January 26, 2001 and recorded on January 26, 2001 in Book 2152 at Page 492 and rerecorded/modified/corrected on April 1, 2005 in Book RE 2553, Page 3716 and rerecorded/modified/corrected on April 5, 2016 in Book RE3279, Page 1327, 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 **July 12, 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 Number 40 as shown on the Map of Huff Hills, same being of record in Plat Book 17, at Page 117 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 135 Huff Circle, 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 Ruby Tate.

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.: 11-19583-FC02**

June 28, July 5, 2016

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**16 SP 639**

**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 Wendi M. Goldflam a/k/a Wendi Lancaster and Jonathan Adam

## LEGALS

Goldflam to William R. Echols, Trustee(s), which was dated April 5, 2011 and recorded on April 5, 2011 in Book RE 2996 at Page 3736, 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 **July 12, 2016 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

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

BEING KNOWN AND DESIGNATED as Lot Number 34 as shown on the map of TURTLE CREEK, SECTION 2, as recorded in Plat Book 42, Page 92 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for more particular description.

Being the same property conveyed to Wendi Lancaster, unmarried from Jennifer Stockton Parker, unmarried by deed dated September 13, 2004, of record in Book 2504, Page 822 in the records for Forsyth County, NC.

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

Said property is commonly known as 217 Tortoise 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 Wendi Lancaster a/k/a Wendi M. Goldflam.

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.: 16-06939-FC01**

June 28, July 5, 2016

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**Notice to Creditors**

Having qualified as Co-Executors of the Estate of Leona D. Kecseti, Leona Kecseti, Leona Nau Kecseti, Leona Dee Kecseti, Lee Kecseti, 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 my attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, North Carolina 27103-1958, on or before the 28th day of September, 2016, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 28th day of June, 2016.

Frank Charles Kecseti & Michael  
William Kecseti, Co-Executors  
Estate of Leona D. Kecseti

Craig Jenkins Lipfert & Walker, LLP

June 28, July 5, 12, 19, 2016

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**NOTICE OF INTENT TO SALE AND RECOUP STORAGE FEES**

This is to give notice that an abandoned 1986 Clayton singlewide mobile home (serial #CLM396381N) will be sold on July 20, 2016 at 12 noon at 5036 Lake Morris Road, Walkertown, NC 27051.

June 28, July 5, 2016

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Branch Highways, Inc. (NC License #28182) is currently soliciting quotes for the following project:

**NCDOT Forsyth County (C203899)**  
We are soliciting quotes for the following selected items of work: Surveying, Clearing & Grubbing, Excavation, Contaminated Soil, Drainage, Culverts, Paving, Milling, Flatwork, Waterlines, Signs, Maintenance of Traffic, Pavement Marking, Erosion Control, Seeding, Signal/Electrical, Retaining Wall and Hauling of Material.

All quotes must be received by: Noon on July 18, 2016. We encourage Minority, Women and Disadvantaged Businesses to participate.

Contact our Estimating Department (919) 462-8942, fax (919) 439-0215, or send your quote by mail to PO Box 40004, Roanoke, VA 24022 or by email to bhiestimating@branchhighways.com

June 28, 2016

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