

# Kernersville News Legal Notices

www.KernersvilleNews.com

Kernersville News, Thursday, March 14, 2019

## LEGALS

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**NORTH CAROLINA  
FORSYTH COUNTY**

### NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Margaret E. Berry, also known as Margaret Elizabeth Berry; Margaret Elizabeth Bailey Berry and Margaret Bailey Berry, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before May 30, 2019, 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 28th day of February, 2019.

Deborah Berry Tilley  
5180 Sedge Brook Road  
Kernersville, NC 27284

February 28, March 7, 14, 21, 2019

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**NORTH CAROLINA  
FORSYTH COUNTY**

### NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Charles Gideon Clodfelter, also known as Charles G. Clodfelter, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before May 30, 2019, 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 28th day of February, 2019.

Denziel Lee Clodfelter  
2485 Motsinger Farm Lane  
Kernersville, NC 27284

February 28, March 7, 14, 21, 2019

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### NOTICE TO CREDITORS

**NORTH CAROLINA**

**FORSYTH COUNTY**

The undersigned, having qualified as Executor of the Estate of Kathleen Ann Kempke, also known as Kathleen A. Kempke, Kathleen Ann Leys Kempke, Kathleen Leys Kempke, Kathleen L. Kempke, and Kathleen Kempke, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 28th day of May, 2019 or this notice will be pleaded in bar of their recovery.

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

This the 28th day of February, 2019.

Susan G. Murack, Executor  
Of the Estate of Kathleen Ann Kempke

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

February 28, March 7, 14, 21, 2019

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### PERSONAL REPRESENTATIVE'S NOTICE

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 the event the property owner(s) file a bankruptcy petition prior to the expiration of the 10-day upset bid period, an automatic stay of the foreclosure sale will be imposed in accordance with the Bankruptcy Code (11 U.S.C. § 362) and the bidder's relief will be limited to the return of his/her bid deposit. Should the property be purchased by a third party, that party must pay the tax of Forty-five Cents (\$0.45) per One Hundred Dollars (\$100.00) pursuant to N.C.G.S. § 7A-308(a)(1). SPECIAL PROVISIONS FOR SALE OF RESIDENTIAL REAL PROPERTY WITH LESS THAN 45 RENTAL UNITS: 1. An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 and § 45-21.33A 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 bona fide lease or tenancy may have additional rights pursuant to N.C.G.S. § 45-21.33A. 2. 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 sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice of termination that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of such rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination payable at the time that would have been required by the terms of the rental agreement.

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 promissory 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 promissory note make any representation of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed.

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

This the 21st day of February, 2019.

JOHN A. MEADOWS, Substitute Trustee  
2596 Reynolda Road, Suite C  
Winston-Salem, North Carolina 27106  
(336) 723-3530

EXHIBIT A

BEGINNING at a stake located in the south right-of-way line of Kerry Road, northeast corner of Lot No. 18 on the hereinafter mentioned map; running thence with the south line of said Road extended easterly south 84 degrees 37 minutes east 100 feet to a stake; thence south 5 deg. 23 min. west 200 feet to a stake; thence north 84 deg. 37 min. west 100 feet to a stake, the southeast corner of Lot No. 19; thence with the east line of Lots Nos. 18 and 19, north 5 deg. 23 min. east 200 feet to the BEGINNING; BEING the same property as that described in a deed to Lorise L. Smith and McDaniel D. Sizemore recorded in Book 891 Page 159 in the Office of Register of Deeds of Forsyth County, North Carolina, as corrected by subsequent deed recorded in the Public Registry of Forsyth County, North Carolina. (This lot is part of Tract A on the map of Wilshire Estates, as recorded in Plat Book 22 Page 61, same office as stated above, and is to be known as Lot No. 64, on map of Wilshire Estates, to be recorded in the Public Registry of Forsyth County, North Carolina.) AND BEING the same property as that described in Deed of Trust Book 927 Page 394, same office as above.

And Being more commonly known as: **5721 Haweswater Rd, Winston Salem, NC 27105**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Sharon D. Samuels and Johnnie P. Morrison.

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BILLY R LANKFORD, JR. DATED APRIL 6, 2010 AND RECORDED IN BOOK RE2941 AT PAGE 3768 AND MODIFIED BY AGREEMENT RECORDED MARCH 7, 2016 IN BOOK 3274 PAGE 3487 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 March 21, 2019** 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 261. AS SHOWN ON THE AS BUILT PLAT OF WEATHERSTONE, PHASE 1, SECTION 1, AS RECORDED IN PLAT BOOK 51, PAGE 114, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

And Being more commonly known as: **4304 Weatheron Drive, Kernersville, NC 27284**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Billy R Lankford, Jr.

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ELROY E. HATCHETT AND COZETTE B. HATCHETT DATED DECEMBER 5, 2003 AND RECORDED IN BOOK 2431 AT PAGE 2537 AND MODIFIED BY AGREEMENT RECORDED ON SEPTEMBER 3, 2013 IN BOOK RE3144 AND PAGE 868 AND FURTHER MODIFIED BY AGREEMENT RECORDED ON FEBRUARY 10, 2015 IN BOOK 3216 AND PAGE 1183 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 March 21, 2019** 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:

All that certain parcel of land situate in the County of Forsyth, State of North Carolina, being known as lying on the North side of Devonshire Street and fronting thereon 50 feet and of that same width extending back North 150 feet to an alley the same being known and designated as Lot No. 10 in Block 53 on the map of Winston-Salem Land Company recorded in the Office of the Register of Deeds of Forsyth County in Deed Book 40, Page 395; and being the same property described in Deed Book 221, Page 6, Forsyth County Registry; and also known as Block 727, Lot 10, Forsyth County Tax Map.

And Being more commonly known as: **417 East Devonshire St, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Elroy E. Hatchett and Cozette B. Hatchett.

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement

prorated to the effective date of the termination.

For additional information, please see Auction.com. The date of this Notice is February 28, 2019.

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

**18-103314**

March 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**19SP141**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY SHARON D. SAMUELS AND JOHNNIE P. MORRISON DATED SEPTEMBER 30, 2005 AND RECORDED IN BOOK 2605 AT PAGE 350 AND MODIFIED BY AGREEMENT RECORDED JUNE 20, 2008 AT BOOK 2839, PAGE 3300 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 March 21, 2019** 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. 14 as shown on the map of PINEBROOK MANOR, Section 1, as recorded in Plat Book 32, Page 124 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

And Being more commonly known as: **5721 Haweswater Rd, Winston Salem, NC 27105**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Sharon D. Samuels and Johnnie P. Morrison.

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

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

BEING LOCATED ON WOODMERE DRIVE, AND BEING KNOWN AND DESIGNATED AT LOT NO. 2, AS SHOWN ON THE MAP OF WOODMERE DEVELOPMENT, AS RECORDED IN PLAT BOOK 26, PAGE 73, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

And Being more commonly known as: **6630 Woodmere Dr, Walkertown, NC 27051**

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

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ELROY E. HATCHETT AND COZETTE B. HATCHETT DATED DECEMBER 5, 2003 AND RECORDED IN BOOK 2431 AT PAGE 2537 AND MODIFIED BY AGREEMENT RECORDED ON SEPTEMBER 3, 2013 IN BOOK RE3144 AND PAGE 868 AND FURTHER MODIFIED BY AGREEMENT RECORDED ON FEBRUARY 10, 2015 IN BOOK 3216 AND PAGE 1183 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 March 21, 2019** 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:

All that certain parcel of land situate in the County of Forsyth, State of North Carolina, being known as lying on the North side of Devonshire Street and fronting thereon 50 feet and of that same width extending back North 150 feet to an alley the same being known and designated as Lot No. 10 in Block 53 on the map of Winston-Salem Land Company recorded in the Office of the Register of Deeds of Forsyth County in Deed Book 40, Page 395; and being the same property described in Deed Book 221, Page 6, Forsyth County Registry; and also known as Block 727, Lot 10, Forsyth County Tax Map.

And Being more commonly known as: **417 East Devonshire St, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Elroy E. Hatchett and Cozette B. Hatchett.

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement

prorated to the effective date of the termination.

For additional information, please see Auction.com. The date of this Notice is February 28, 2019.

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

**18-102892**

March 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**19SP150**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KATHRYN E. LAKE DATED NOVEMBER 8, 2013 AND RECORDED IN BOOK RE 3154 AT PAGE 1921 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 March 21, 2019** 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 LOCATED ON WOODMERE DRIVE, AND BEING KNOWN AND DESIGNATED AT LOT NO. 2, AS SHOWN ON THE MAP OF WOODMERE DEVELOPMENT, AS RECORDED IN PLAT BOOK 26, PAGE 73, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

And Being more commonly known as: **6630 Woodmere Dr, Walkertown, NC 27051**

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

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement

prorated to the effective date of the termination.

For additional information, please see Auction.com. The date of this Notice is February 28, 2019.

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

**19-103798**

March 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**NOTICE TO CREDITORS**

Having qualified as Co-Executors of the Estate of Franklin Douglas Craver (a/k/a F.D. Craver) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to the undersigned at 102 South Cherry Street, Winston-Salem, NC 27101, on or before June 10, 2019 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 4th day of March, 2019.

Manya Crouse, Co-Executor  
Cheryl C. Nelson, Co-Executor of

## LEGALS

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. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is February 28, 2019.

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

**18-102892**

March 7, 14, 2019

IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**19SP150**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KATHRYN E. LAKE DATED NOVEMBER 8, 2013 AND RECORDED IN BOOK RE 3154 AT PAGE 1921 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 March 21, 2019** 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 LOCATED ON WOODMERE DRIVE, AND BEING KNOWN AND DESIGNATED AT LOT NO. 2, AS SHOWN

## LEGALS

Reidsville, NC 27320

March 7, 14, 21, 28, 2019

\* \* \* \*

NORTH CAROLINA  
FORSYTH COUNTY

## NOTICE TO CREDITORS

Having qualified as Executor of the Estate of James David Clodfelter, also known as Dave Clodfelter, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before June 9, 2019, 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 7th day of March, 2019.

Michael David Clodfelter  
1808 Buddingbrook Ln  
Winston-Salem, NC 27106

March 7, 14, 21, 28, 2019

\* \* \* \*

NORTH CAROLINA  
FORSYTH COUNTY  
NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of **BETTY ERVIN BOWLES**, (a/k/a Betty Bowles and Betty E. Bowles), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to Samuel C. Bowles, Executor, c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winton Salem, North Carolina, 27104, on or before the 8th day of June, 2019, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 7th day of March, 2019.

**Samuel E. Bowles**  
Executor of the Estate

Submit payments or claims to:  
William E. Rabil, Jr.  
Attorney for the Estate  
Wood & Rabil, L.L.P.  
3600 Country Club Road,  
Suite 100  
Winston-Salem, NC 27104  
(336) 722-5700

March 7, 14, 21, 28, 2019

\* \* \* \*

NORTH CAROLINA  
FORSYTH COUNTY  
NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of **Elizabeth Wynne**, (a/k/a Betty Wynne, Betty N. Wynne, Betty Neville Wynne; Elizabeth N. Wynne; Elizabeth Neville Wynne; Elizabeth Betty Wynne), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to William P. Wynne, Executor, c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winton-Salem, North Carolina, 27104, on or before the 8th day of June, 2019, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 2nd day of March, 2019.

**William P. Wynne**  
Executor of the Estate

Submit payments or claims to:  
William E. Rabil, Jr.  
Attorney for the Estate  
Wood & Rabil, L.L.P.  
3600 Country Club Road,  
Suite 100  
Winston-Salem, NC 27104  
(336) 722-5700

March 7, 14, 21, 28, 2019

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## PUBLIC ADMINISTRATOR, CTA'S NOTICE

NORTH CAROLINA

FORSYTH COUNTY

Having qualified as Public Administrator, CTA of the Estate of Lenora S. Yates, AKA Lenora Sutton Yates, Deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before June 21, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 14th day of March, 2019.

Bryan C. Thompson  
Public Administrator, CTA of the Estate of  
Lenora S. Yates, AKA Lenora Sutton Yates  
SURRETT THOMPSON & CEBERIO, PLLC  
210 S. Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

March 14, 21, 28, April 4, 2019

\* \* \* \*

SUBSTITUTE TRUSTEE'S AMENDED NOTICE OF SALE OF REAL PROPERTY THIS ACTION BROUGHT PURSUANT TO THE POWER AND AUTHORITY contained within that certain Deed of Trust executed and delivered by Phillip A. Shelton and Alice N. Shelton dated January 28, 2013 and recorded on February 4, 2013 in Book RE 3104 at Page 3795 in the Office of Register of Deeds of Forsyth County, North Carolina. As a result of a default in the obligations contained within the Promissory Note and Deed of Trust and the failure to carry out and perform the stipulation and agreements contained therein, the holder of the indebtedness secured by said Deed of Trust made demand to have the default cured, which was not met. Therefore, the undersigned Substitute Trustee will place for sale that parcel of land, including improvements thereon, situated, lying and being in the City of Winston Salem, County of Forsyth, State of North Carolina, and being more particularly described in the heretofore referenced Deed of trust. Said sale will be a public auction to the highest bidder for cash, at the usual place of sale at the Forsyth County Courthouse, Winston-Salem, North Carolina, on March 26, 2019 at 11:00 AM Address of Property: 906 Sportsmans Dr., Winston Salem, NC 27101 Tax Parcel ID: 6856-67-4884.00 Present Record Owners: The Heirs of Alice N. Shelton The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. The successful bidder will be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and costs for recording the Trustee's Deed. The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, special assessments, and other encumbrances. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids, as by law required. The sale will not confirm until there have been ten (10) consecutive days with no upset bids having been filed. If for any reason the Trustee is unable to convey title to this property, or if the sale is set aside, the sole remedy of the purchaser is the return of the bid deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the bid deposit. In either event, the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney, or the Trustee. Additional Notice Required for Residential Real Property with Less Than Fifteen (15) Rental Units: An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination. Albertelli Law Partners North Carolina, P.A., Substitute Trustee By: David Neill Albertelli, Law Partners North Carolina, P.A. David W. Neill, Esq., NC State Bar No. 23396 205 Regency Executive Park Drive Suite 100 Charlotte, NC 28217 T: 704-970-0391 A:4686608 03/14/2019, 03/21/2019

## LEGALS

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IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1099**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY COLON A. NORTON AKA COLEN A. NORTON AND R. JOAN NORTON AKA JOAN A. NORTON DATED APRIL 20, 2010 AND RECORDED IN BOOK RE 2945 AT PAGE 2178 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 March 28, 2019** 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:

BEGINNING at an iron stake in the West line of Arant Road (Sand Clay Road), said stake being 1,686 feet Northwardly from the North line of Glenn High Road; running thence North 85° 27' West 200 feet to an iron stake; thence North 4° 33' East 130 feet to an iron stake; thence South 85° 27' East 200 feet to an iron stake in the West line of Arant Road; thence with the West line of Arant Road South 4° 33' West 130 feet to the point of beginning. Contained in the above boundary is a strip of land approximately 105 feet by 200 feet from the Northeast portion of Lot No. 17 and a strip of land approximately 25 feet wide by 200 feet from the Southeast corner of Lot No. 18 as shown on the Plat of George H. Willard Farm as recorded in the office of the Register of Deeds of Forsyth County, N.C. in Plat Book 4, page 46.

And Being more commonly known as: **2616 Mead-owood Dr, Winston Salem, NC 27107**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Colon A. Norton and R. Joan Norton.

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

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is March 7, 2019.

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

**18-100402**

March 14, 21, 2019

\* \* \* \*

CREDITOR'S NOTICE

Having qualified as Executor of the Estate of Norma Wall Castleberry, Norma W. Castleberry, Norma Castleberry), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to the undersigned on or before the 14th day of June, 2019, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 14th day of March, 2019.

Melinda Johnson Jones, Executor  
Estate of Norma Wall Castleberry  
Jerry Rutledge, Attorney at Law  
P. O. Box 617  
Walnut Cove, NC 27052

March 14, 21, 28, April 4, 2019

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## EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Eris D. Choplin a/k/a Eris Davenport Choplin, Eris M. Choplin, Eris Miriam Choplin deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased, to exhibit them to the undersigned at 514 S. Stratford Road, Suite 333, Winston-Salem, North Carolina 27103, on or before the 18th day of June, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This the 12th day of March, 2019

Janelizabeth Bruce and Kathrine  
Renee Choplin, Co- Executors  
of the Estate of ris D. Choplin

The Burge Law Firm  
514 S. Stratford Road  
Suite 333  
Winston Salem, NC 27103

March 14, 21, 28, April 4, 2019

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## Notice to Creditors

Having qualified as Executor of the Estate of Hazel W. Flack, a/k/a Hazel Watts Flack, 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 17th day of June, 2019 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 14th day of March, 2019.

Amy F. Weaver, Executor  
Estate of Hazel W. Flack

Craigie Jenkins Liipfert &amp; Walker, LLP

March 14, 21, 28, April 4, 2019

\* \* \* \*

NORTH CAROLINA

FORSYTH COUNTY

## NOTICE TO CREDITORS

The undersigned, having heretofore qualified as Executor of the Estate of Wilma B. Holloway, also known as Wilma Rose Brown Holloway, Wilma Holloway, and Billie Holloway, late of Forsyth County, North Carolina, do hereby notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before the

## LEGALS

21st day of June, 2019, 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 14th day of March, 2019.

Alvin G. Holloway  
Executor of the Estate of Wilma B. Holloway  
c/o George M. Cleland, IV, Attorney  
One Salem Tower, Suite 303  
119 Brookstown Avenue  
Winston-Salem, NC 27101

March 14, 21, 28, April 4, 2019

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## CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate JAMES B. SLATE (aka James Bernard Slate, Jim Slate), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 14th day of June, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 14th day of March, 2019.

Laura Lee Slate, James B. Slate, Jr., and  
Thomas S. Slate  
Executors of the Estate of James B. Slate  
c/o 1001 West Fourth Street  
Winston-Salem, North Carolina 27101

C. Penn Craver, Jr., Esquire  
EDWARDS CRAVER VEACH PLLC  
1001 West Fourth Street  
Winston-Salem, North Carolina 27101  
Telephone No. (336) 607-7310

March 14, 21, 28, April 4, 2019

\* \* \* \*

NORTH CAROLINA

FORSYTH COUNTY

LIMITED PERSONAL REPRESENTATIVE'S  
NOTICE TO CREDITORS

Having qualified as the Limited Personal Representative of the Estate of Andrew T. Scales, aka Andrew Thomas Scales, aka Andrew Scales, deceased, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of the deceased to exhibit them to the undersigned on or before May 28, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased.

All persons indebted to said estate will please make immediate payment.

This the 21st day of February, 2019.

Nina Ann Scales  
Limited Personal Representative  
of the Estate of Andrew T. Scales, aka  
Andrew Thomas Scales, aka  
Andrew Scales, deceased  
c/o Bryan C. Thompson, Esq.  
SURRETT THOMPSON & CEBERIO, PLLC  
210 South Cherry Street  
Winston-Salem, NC 27101  
(336) 725-8323

February 21, 28, March 7, 14, 2019

\* \* \* \*

NORTH CAROLINA

FORSYTH COUNTY

## NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Mary Olleen Hoyle, also known as Mary Olleen Mason Hoyle; Mary Mason Hoyle; and Mary Olleen Hoyle, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before June 16, 2019, 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 14th day of March, 2019.

Rex Carlton Hoyle, Jr.  
470 Silver Creek Trail  
Kernersville, NC 27284

March 14, 21, 28, April 4, 2019

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