

Kernersville News

Legal Notices

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Tuesday News, October 15, 2019

LEGALS

FORSYTH COUNTY NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of **LEONORE M. ACCETTULLO**, (a/k/a Leonore Accettullo, Leonore Marie Accettullo and Lee Accettullo), 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 Anthony J. Accettullo, Executor, c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winton-Salem, North Carolina, 27104, on or before the day of 26th day of December, 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 24th day of September, 2019.

Anthony J. Accettullo
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

September 24, October 1, 8, 15, 2019

EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Donald Preston Christian a/k/a Donald P. Christian 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 29th day of December, 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 24th day of September 2019

DeShawna Christian, Executor
of the Estate of Donald Preston Christian

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

September 24, October 1, 8, 15, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Carl Lee Cloud, Jr., also known as Carl Lee Cloud, 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 January 3, 2020, 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 1st day of October, 2019.

Carl Lee Cloud, III
7657 Sepulveda Boulevard, Apt. 38
Van Nuys, CA 91405

October 1, 8, 15, 22, 2019

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 Carol Carter to TRSTE, Inc., Trustee(s), which was dated May 22, 2008 and recorded on May 22, 2008 in Book 2833 at Page 4109, 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 **October 22, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

THOSE CERTAIN PREMISES COMPRISING A PORTION OF THE PROJECT KNOWN AS SALEM SQUARE CONDOMINIUM, SAID PROJECT HAVING BEEN ESTABLISHED AS A HORIZONTAL PROPERTY REGIME BY MASTER DEED AND DECLARATION AND BYLAWS DATED NOVEMBER 12, 1981, AND RECORDED IN BOOK 1349, PAGE 1291, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, UNDER AND PURSUANT TO THE PROVISIONS OF THE NORTH CAROLINA UNIT OWNERSHIP ACT, THE PREMISES HEREBY CONVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIRST: UNIT NO. 3822-F OF SAID PROJECT AS SHOWN ON CONDOMINIUM MAP, FILED IN CONDOMINIUM BOOK 1, PAGES 107 AND 130, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, EXCEPTING AND RESERVING ANY EASEMENTS THROUGH SAID APARTMENT APPURTENANCE TO THE COMMON ELEMENTS AND OTHER APARTMENTS, ALL AS SET FORTH IN SAID DECLARATION.

SECOND: AN UNDIVIDED 2.36 PERCENTAGE INTEREST APPURTENANT TO THE APARTMENT IN ALL COMMON ELEMENTS OF SAID PROJECT AS DESCRIBED IN SAID DECLARATION, INCLUDING THE BUILDINGS AND LAND DESCRIBED IN THE DECLARATION, WHICH SAID DECLARATION IS INCORPORATED HEREIN AS IF FULLY SET OUT HEREIN.

SUBJECT, HOWEVER, TO THE FOLLOWING: THE RESERVATIONS, RESTRICTIONS ON USE AND ALL COVENANTS AND OBLIGATIONS SET FORTH IN THE DECLARATION DATED NOVEMBER 12, 1981, AND FILED WITH THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, AND SET FORTH IN THE BYLAWS OF THE ASSOCIATION OF OWNERS ATTACHED THERETO AND AS IT MAY BE AMENDED FROM TIME TO TIME, SAID BYLAWS TO BE FILED WITH THE BOARD OF DIRECTORS OF SAID ASSOCIATION, ALL OF WHICH RESTRICTIONS, PAYMENTS OF CHARGES, AND ALL OTHER COVENANTS, AGREEMENTS, OBLIGATIONS, CONDITIONS, AND PROVISIONS ARE INCORPORATED IN THIS DEED BY REFERENCE AND CONSTITUTE AND SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND, EQUITABLE SERVITUDE AND LIENS TO THE EXTENT SET FORTH IN SAID DOCUMENTS AND AS PROVIDED BY LAW, AND ALL OF WHICH ARE ACCEPTED BY THE GRANTEE(S) AS BINDING AND TO BE BINDING ON THE GRANTEE(S) AND HIS OR ITS SUCCESSORS, HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS OR THE HEIRS AND ASSIGNS OF THE SURVIVOR OF THEM, AS THE CASE MAY BE.

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

Said property is commonly known as 3822 Country Club Road, Apt F, Winston Salem, NC 27104.

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

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warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are All Lawful Heirs of Carol Carter.

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.: 19-08741-FC01

October 8, 15, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Carol Odell Pruitt, 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 January 10, 2020, 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 8th day of October, 2019.

Dianna Edwards Pruitt
712 Westchester Dr Apt K
High Point, NC 27262

October 8, 15, 22, 29, 2019

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate Ella M. Dancy, also known as Ella Mae Dancy, 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 January 3, 2020, 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 1st day of October, 2019.

Melissa Beth West
6725 Walnut Cove Rd.
Walkertown, NC 27051
Angela Dancy Fairchild
PO Box 1343
Walkertown, NC 27051

October 1, 8, 15, 22, 2019

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA, FORSYTH COUNTY

In the District Court, Before the Clerk

In re: Doe; Case No. **19 SP 1202**

To: The unknown father of a male born on February 24, 2017, at the Novant Health Forsyth Medical Center in Winston-Salem, Forsyth County, North Carolina.

Take Notice that a pleading seeking relief against you has been filed in the above-entitled special proceeding. The nature of the relief being sought is as follows: The Petitioners herein are seeking to adopt the minor child identified above. The biological mother believes the adoptee was conceived in May 2016 at approximately 2:00 a.m. at a house party attended by many people in Winston-Salem, Forsyth County, North Carolina. The biological mother is African-American, approximately 5'6 tall, and believes she was wearing jeans and a black shirt the night of conception. The biological mother believes the biological father was an African American with dark skin, of average height and weight, and may have worn a green t-shirt the night of conception.

Any parental rights the unknown father may have will be terminated upon entry of the order for adoption.

You are required to make defense to such pleading no later than November 18, 2019, 40 days from the first publication of this notice, and upon your failure to do so the parties seeking service against you will apply to the court for the relief sought.

This the 8th day of October, 2019.

Bennett D. Rainey,
N.C. State Bar No. 46348
Hartsos & Associates, P.C.
Attorneys for Petitioners
1068 West Fourth Street
Winston-Salem, NC 27101
336-725-1985

October 8, 15, 22, 2019

AND DEBTORS OF
ROY E BAILEY aka ROY EDWARD BAILEY.

The undersigned, Doris E. Bailey, having qualified as Executor of the Estate of Roy E. Bailey aka Roy Edward Bailey, deceased, a resident of Forsyth County, North Carolina, hereby notifies all persons, firms, and corporations having claims against said estate to present them to the undersigned or her attorney on or before January 10, 2020 or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 8th day of October, 2019.

Doris E. Bailey, Executor

Dennis J. Toman, Attorney at Law
The Elderlaw Firm
403 W. Fisher Avenue
Greensboro, NC 27401
336-378-1122

October 8, 15, 22 and 29, 2019

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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 Harvey M. Money, Jr. to William R. Echols, Trustee(s), which was dated January 27, 2005 and recorded on February 1, 2005 in Book 2538 at Page 2676, 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 **October 22, 2019 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 37 as shown on the map of Stratford Crossing, as recorded in plat Book 45, Page 141, 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 2505 Stratford Crossing, Winston Salem, NC 27103.

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

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

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.: 19-10590-FC01

October 8, 15, 2019

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 Ronald L. Riffe and Jennifer K. Riffe to Trste, Inc., Trustee(s), which was dated August 18, 2003 and recorded on August 20, 2003 in Book 2390 at Page 4603, 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 **October 22, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Beginning at an existing iron pipe located in the right-of-way of S.R. 2025 (a/k/a Wilson Dairy Road) said iron pipe being South 41 deg. 02 min. 22 sec. East approximately 1,301.30 feet from the centerline of the intersection of Wilson Dairy Road and Old Valley School Road and being in the northeast corner of the property of Dean Allen Crawford, now or formerly (Deed Book 1770, Page 3648, Forsyth County Registry); thence from said point and place of beginning and continuing in the right-of-way of S.R. 2025, South 60 deg. 27 min. 54 sec. East 142.94 feet to an existing iron pipe in the northwest corner of the property of John F. East, now or formerly (Deed Book 743, Page 9, Forsyth County Registry); thence leaving the right-of-way of S.R. 2025, south 33 deg. 44 min. 11 sec. West 35.55 feet to an existing iron pipe in the western boundary line of the aforesaid property of John F. East; thence continuing with the western boundary line of the aforesaid property of John F. East, South 33 deg. 44 min. 11 sec. West 273.64 feet to an existing iron pipe; thence leaving the western boundary line of the aforesaid property of John F. East, North 57 deg. 28 min. 39 sec. West 142.61 feet to an existing iron pipe in the southeast corner of the aforesaid property of Dean Allen Crawford; thence with the eastern boundary line of the aforesaid property of Dean Allen Crawford, North 33 deg. 44 min. 40 sec. East 301.74 feet to the point and place of beginning, and containing 1 acre, more or less, as shown on unrecorded survey dated July 15, 1994, prepared by Larry Lerue Callahan, R.L.S. (Job No. 7836-1).

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

Said property is commonly known as 2404 Wilson Dairy Road, Kernersville, NC 27284.

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

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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 Ronald L. Riffe, Jr. and Jennifer K. Riffe a/k/a Jennifer K. Cline.

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.: 11-18525-FC04

October 8, 15, 2019

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 Jack Whitley and Mary Whitley to William R. Echols, Trustee(s), which was dated April 23, 2010 and recorded on April 23, 2010 in Book 2942 at Page 2059, 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 **October 22, 2019 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 6 as shown on the map of YORKTOWN, SECTION III, as recorded in Plat Book 23, Page(s) 130 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 2100 Highway 66 South, 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 Jack A. Whitley.

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.: 16-01536-FC02

October 8, 15, 2019

Notice to Creditors

Having qualified as Executor of the Estate of Sara Pate Chambers (aka Sara Chambers; Sara P. Chambers; Sara Marie Chambers; Sara M. Chambers), 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 8th day of January, 2020, or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the

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said estate will please make immediate payment to the undersigned.

This the 8th day of October, 2019.

John Robert Chambers, Executor
Estate of Sara Pate Chambers
c/o Craige Jenkins Liiipfert & Walker, LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103-1958

Craige Jenkins Liiipfert & Walker, LLP

October 8, 15, 22, 29, 2019

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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 George Terry McKinney and Karen F. McKinney to Trste, Inc., Trustee(s), which was dated October 4, 2006 and recorded on November 17, 2006 in Book 2709 at Page 3653, 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 **October 29, 2019 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 REAL PROPERTY SITUATED IN THE COUNTY OF FORSYTH, STATE OF NORTH CAROLINA:

BEING THE SAME PROPERTY CONVEYED TO THE GRANITOR BY DEED RECORDED 11/12/1998 IN BOOK 2035, PAGE 372 FORSYTH COUNTY REGISTRY, TO WHICH DEED REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THIS PROPERTY.

And being more particularly described according to said Deed as follows:

BEING KNOWN AND DESIGNATED AS Lot 40 of Addition to Clayton Acres Section 2, as shown on a plat map of same recorded in Plat Book 18 at Page 163, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description thereof.

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

Said property is commonly known as 5555 Gyddie Drive, Winston Salem, NC 27105.

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

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or

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TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: FORSYTH County Courthouse

RECORD OWNER(S): Chi Chi Ann Mabe f/k/a Chi Chi M. Booth f/k/a Chi Chi Mikesell

TERMS OF THE SALE:

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

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

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

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

(5) Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the 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.

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

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

This the 27th day of September, 2019.

SMITH DEBNAM NARRON DRAKE
SAINTSING & MYERS, L.L.P.
Jeff D. Rogers, Substitute Trustee
PO Box 176010
Raleigh, NC 27619-6010
(919) 250-2000
Fax: (919)250-2211

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

October 15, 22, 2019

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19-SP-889 NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by John J. Smallwood, Jr. dated August 14, 2002 and recorded on August 19, 2002, in Book 2273 at Page 2398, in the Office of the Register of Deeds of Forsyth County, North Carolina; and because of default in the payment of the indebtedness secured thereby and, pursuant to demand of the holder of the Note secured by said Deed of Trust, the undersigned Courtney Finch (Substitute Trustee) will offer for sale at the courthouse door in the City of Winston Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, on Wednesday, October 30 at 11:30 AM and will sell to the highest bidder for cash the following real estate situated in the County of Forsyth, North Carolina and being more particularly described in the above referenced Deed of Trust, together with all improvements located thereon: Address of Property: 5003 Pinewood Court, Winston Salem, NC 27106 Tax Parcel ID: 6818-32-9578.000 Present Record Owner: Mary Smallwood, heir of John J. Smallwood, JR Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23. Said property is sold subject to applicable Federal and State laws. 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. Should the property be purchased by a third party, that party must pay the excise tax, any Land Transfer Tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1). The real property described above is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Neither the Substitute Trustee nor the holder of the Note secured by the Deed of Trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute Trustee or the holder of the Note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. The sale will be held open for ten (10) days for upset bids as required by law. If the Trustee or Substitute Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey title include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without knowledge of the Substitute Trustee(s). If the validity of the sale is challenged by any party, the Substitute Trustee(s), in its/their sole discretion, if it/they believe(s) the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy. Additional Notice where the Real Property is Residential with less than 15 Rental Units: An order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the Notice that is at least ten (10) days, but no more than ninety (90) days, after the sale date contained in the Notice of Sale, provided that the mortgagor has not cured the default at the time the tenant provides the Notice of Termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of such termination. 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. FN# 3070.06719

October 15, 22, 2019

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**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Edith Speaks Sprinkle, also known as Edith Gail Speaks Sprinkle, 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 January 9, 2020, 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 1st day of October, 2019.

Brenda Stewart Farmer
4512 Fence Drive
Greensboro, NC 27409

October 8, 15, 22, 29, 2019