

Kernersville News Legal Notices

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Tuesday News, March 10, 2020

LEGALS

NOTICE TO CREDITORS STATE OF NORTH CAROLINA COUNTY OF FORSYTH

The undersigned, Evan W. Eakers, having qualified as Executor of the Estate of **Margie Deviny Eakers aka Marjorie Ruth Eakers aka Margie R. Eakers**, Deceased, late of Forsyth County, North Carolina, hereby notify all persons, firms, and corporations having claims against the Estate to present such claims to the undersigned in care of the undersigned's Attorney at their address on or before May 20, 2020 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 above named Executor.
This the 18th day of February 2020

Evan W. Eakers, Executor
Estate of Margie Deviny Eakers aka Marjorie Ruth Eakers aka Margie R. Eakers

Justin N. Plummer, Esq.
Law Offices of Cheryl David
528 College Rd.
Greensboro, NC 27410
Telephone: (336) 547-9999
Facsimile: (336) 547-9477

February 18, 25, March 3, 10, 2020

NOTICE TO CREDITORS

NORTH CAROLINA FORSYTH COUNTY

Having qualified as Executor of the Estate of Rubye K. Duckwilder, 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 26, 2020, 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 18th day of February, 2020.

Eleanor Golden
Executor of the Estate of Rubye K. Duckwilder
c/o Christopher M. Watford
SURRETT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

February 18, 25, March 3, 10, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Amanda Victoria Boudreau, also known as Amanda V. Boudreau, 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 at the office on or before May 26, 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 24th day of February, 2020.

Jeffrey Merrill Hurd
2333 Bluegrass Lane
Winston-Salem, NC 27107

February 25, March 3, 10, 17, 2020

NOTICE TO CREDITORS STATE OF NORTH CAROLINA COUNTY OF FORSYTH

The undersigned, Willis A. Little, III, having qualified as Executor of the Estate of **Willis A. Little, Jr. aka Willis Andrew Little, Jr.**, Deceased, late of Forsyth County, North Carolina, hereby notify all persons, firms, and corporations having claims against the Estate to present such claims to the undersigned in care of the undersigned's Attorney at their address on or before May 20, 2020 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 above named Executor.
This the 18th day of February 2020

Willis A. Little, III, Executor
Estate of Willis A. Little, Jr.
aka Willis Andrew Little, Jr.

Justin N. Plummer, Esq.
Law Offices of Cheryl David
528 College Rd.
Greensboro, NC 27410
Telephone: (336) 547-9999
Facsimile: (336) 547-9477

February 18, 25, March 3 and 10, 2020

NOTICE TO CREDITORS NORTH CAROLINA FORSYTH COUNTY

Having qualified as the Administrator of the Estate of **WINSTON A. BELL**, (a/k/a Winston Alonzo Bell, W. A. Bell and Winston Bell), 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 Dolores Bell Taylor, Administrator, c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winton-Salem, North Carolina, 27104, on or before the day of 27th day of May, 2020, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.
This the 25th day of February, 2020.

Dolores Bell Taylor Administrator 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

February 25, March 3, 10, 17, 2020

19 SP 1568

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 Mattie Bowman a/k/a Mattie T. Bowman and John Caputo to William R. Echols, Trustee(s), which was dated February 13, 2004 and recorded on February 18, 2004 in Book 2446 at Page 301 and recorded/modified/corrected on February 6, 2020 in Book 3506, Page 3647, 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 **March 24, 2020 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 a 1.767 acre, more or less, tract or parcel of real property lying in Salem Chapel Township, Forsyth County, North Carolina, and being more particularly described as follows:

BEGINNING at an existing iron stake lying at the western-most corner of the Middle American Homes & Enterprises, LTD, property (formerly known as Lot 12 of the Subdivision of the John A. Mitchell Lands which was not recorded) which is more particularly described in Book 1892 at Page 1847 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, said existing iron stake further lying in the northeastern boundary line of the Psalm W. Mitchell (now and formerly) property described in Deed Book 407 at Page 387 and in the middle of a ten foot wide easement and right-of-way which serves Lots 9, 10, 11, 12, 13, 14, 15 and 8 of the said John A. Mitchell Lands which are now known respectively as Tax Lots 67A and 67B, 66, 65, 64, 63, 62, 61, 60C, 60A, and 60B, Block 5165, on Map Number 660890 on the Forsyth County Tax Maps; thence North 29° 21' 37" East 326.03 feet to a new iron stake lying in the northwestern boundary line of the Middle American Homes property and in the southeastern boundary line of the Dennis Lewis (now or formerly) property described in Book 1223 at Page 817; thence on a new line through Middle American Homes South 66 degrees 51' 09" East 215.04 feet to a new iron stake lying in Middle American Homes' southeastern boundary line and in the northwestern boundary line of Irving K. Gilliam (now and formerly) property described in Deed Book 976 at Page 635; thence South 29 degrees, 12' 36" West 366.15 feet to an existing iron stake, the southern-most corner of the Middle American Homes property which also lies in the northeastern boundary line of the said Psalm W. Mitchell property and at the western-most corner of the said Gilliam property, said existing iron stake further lying in the center of a ten foot wide easement and right-of-way; thence North 49 degrees 38' 47" West 219.19 feet to the point and place of BEGINNING; containing 1.767 acres, more or less, according to a survey entitled "Map for Middle American Homes & Enterprises, LTD." Dated June 10, 1996, revised on January 7, 1997, and on April 7, 1999, drawn from a survey by Callahan/Timmons, RLS, bearing Job No. 8574-3.

TOGETHER WITH AND SUBJECT to the perpetual, non-exclusive, easements and rights-of-way for the ingress, egress, and regress with full rights of maintenance thereover, over and across a thirty foot wide strip or parcel of real property which is more particularly described as follows:

1. EASEMENT NUMBER ONE: Being a ten foot wide strip or parcel of real property lying contiguous to and on both sides of the following center line: Beginning at the western-most corner of the Middle American Homes property described herein above, THE BEGINNING POINT OF SAID CENTER LINE; thence with Middle Americans' southwestern boundary line which is also the western boundary line of Lot 12 of the John A. Mitchell Lands and with the southwestern boundary lines of Lots 11, 10, 9 and 8 of the John A. Mitchell Lands South 49 degrees 42' 18" East 613.81 feet to an existing iron stake lying in the northwestern margin of the sixty foot wide right-of-way of Pinehall Road, a common corner between Psalm W. Mitchell (now or formerly) (see Deed Book 1005 at Page 469 and the Clarence W. Falls heirs (now or formerly) property described in Deed Book 952 at Page 384), THE ENDING POINT OF SAID CENTER LINE.

2. EASEMENT NUMBER TWO: Being a twenty foot wide strip or parcel of real property lying contiguous to and northeast of the northeastern margin of "Easement Number One".

Easement Number One and Easement Number Two described herein above run from the western-most corner of the Middle American Homes property described herein above over all the properties of Middle American Homes, Irving K. Gilliam et. ux, Joe Gates, and the Clarence W. Falls heirs and the properties of Psalm W. Mitchell and Harold P. Mitchell (now or formerly) (See Deed Book 1389 Page 1431) to the northwestern margin of Pinehall Road.

The easements described hereinabove shall be appurtenant to and shall run with the 1.767 acre tract of land described hereinabove and to the remaining portions of that 7.272 acre tract of land owned by Middle American Homes described in Book 1892 at Page 1847.

The above described property is known on the Forsyth County Tax Maps as a portion of Tax Lot 64, Block 5165, on Map Number 660890 and is the western portion of that property described in Book 1892 at Page 1847 of the Forsyth County Registry, North Carolina.

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

Said property is commonly known as 155 Coryland Drive, Walkertown, NC 27051-9332.

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 Mattie Bowman.

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.: 19-19320-FC01

March 10, 17, 2020

LEGALS

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No. 20 SP 94 Substitute Trustee: Philip A. Glass

NOTICE OF FORECLOSURE SALE

Date of Sale: March 18, 2020
Time of Sale: 10:00 a.m.
Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Ashley Dean Blue and Harold Dean Blue (TIC)
Address of Property: 1100 Mayview Court
Kernersville, NC 27284

Deed of Trust:
Book : 2918 Page: 3673
Dated: October 29, 2009
Grantors: Ashley Dean Blue, unmarried and Harold Dean Blue and wife, Nancy O. Blue
Original Beneficiary: State Employees' Credit Union

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

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

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

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

Dated: 2/19/20

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

Posted on 2/19/20
EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Number 12 as shown on the map of QUILBROOK, as recorded in Plat Book 35, Page(s) 123 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a particular description.

March 10, 17, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of David Jerome Easterly, 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 at the office on or before June 5, 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 3rd day of March, 2020.

Thomas Harter
2415 La Maison Drive
Charlotte, NC 28226

March 3, 10, 17, 24, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Judy F. Yontz has qualified as Executrix of the Estate of Raymond E. Fritts, also known as Raymond Edward Fritts, late of Winston-Salem, 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 Executrix, Judy A. Yontz, at the office of James A. Davis, 301 N. Main St., Ste 2452, Winston-Salem, NC 27101, on or before the 4th day of June, 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 3rd day of March, 2020.

James A. Davis
Attorney at Law
For Judy F. Yontz
Executor of the Estate of
Raymond E. Fritts

March 3, 10, 17, 24, 2020

NOTICE OF FORECLOSURE SALE

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Nancy K. Conrad to First American Title Insurance Company, Trustee(s), which was dated September 25, 2006 and recorded on September 29, 2006 in Book 2698 at Page 1103, 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 **March 24, 2020 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEING all of Lot(s) 59, Phase 1-A, Camden Forest Subdivision, recorded in Map Book(s) 40, Page(s) 183, Forsyth County, North Carolina.

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

Said property is commonly known as 1872 Camden Forest Dr, Winston Salem, NC 27127.

A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty

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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 Nancy K. Conrad.

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.: 19-16497-FC01

March 10, 17, 2020

NOTICE TO CREDITORS

STATE OF NORTH CAROLINA COUNTY OF FORSYTH

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Howard W. Floyd, Jr. and Teresa Floyd to CT Mortgage Information Svcs., Trustee(s), which was dated May 18, 2005 and recorded on May 27, 2005 in Book 2568 at Page 3551, 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 **March 24, 2020 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF FORSYTH AND THE STATE OF NORTH CAROLINA IN DEED BOOK 1868 AT PAGE 2492 AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON IN THE LINE OF E.E. KAPP, SAID IRON BEING SOUTH 02 DEGREES 20' WEST 881.5 FEET FROM THE NORTHEAST CORNER OF THE PROPERTY OF E.E. KAPP; RUNNING THENCE SOUTH 88 DEGREES 00' EAST 640 FEET TO AN IRON; THENCE SOUTH 04 DEGREES 00' WEST 177 FEET TO AN IRON; THENCE NORTH 88 DEGREES 00' WEST 636 FEET TO AN IRON, A CORNER OF E.E. KAPP; THENCE NORTH 02 DEGREES 40' EAST 177 FEET TO AN IRON. THE PLACE OF BEGINNING; THE SAME BEING DESIGNATED AS LOT 2 IN THE DIVISION OF THE PROPERTY OF THE HEIRS OF J.C. ATWOOD AS SHOWN ON A SURVEY DATED NOVEMBER 30, 1965, BY J.E. ELLERBE, C.E.

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

Said property is commonly known as 3509 Ridgeway Drive, Pfafftown, NC 27040.

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

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

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5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587

File No.: 19-16988-FC01

March 10, 17, 2020

NOTICE TO CREDITORS

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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 Lawrence W. Logan to Chicago Title Ins. Co., A Missouri Corp., Trustee(s), which was dated February 15, 2013 and recorded on February 15, 2013 in Book RE 3106 at Page 3295, 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 **March 24, 2020 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Beginning at an iron stake in the north right-of-way line of Saffron Place, said beginning point being located 135.00 feet from the northeast intersection of Saffron Place and Heath Drive; running thence North 00° 06' West 125.00 feet to an iron; thence North 89° 54' East 35.00 feet to a point; thence South 00° 06' East 125.00 feet to a point in the north right-of-way line of Saffron Place; thence with said right-of-way line South 89° 54' West 35.00 feet to an iron stake, the point and place of Beginning, being the western half of Lot 14 as shown on the map of Twin Gardens, Section 2, recorded in Plat Book 30, Page 54, in the Office of the Register of Deeds of Forsyth County, North Carolina.

Together with all rights, easements and privileges, and subject to all obligations enumerated in the Declaration of Conditions, Covenants and Restrictions recorded in Book 1388, Page 92, Forsyth County, North Carolina, Registry.

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

Said property is commonly known as 1811 Saffron Place, Winston Salem, NC 27127.

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

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

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.

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SECTION 15, PHASE IV-A, as recorded in Plat Book 29, Page 22, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

The above described property will be sold, transferred and conveyed "AS IS, WHERE IS" subject to liens or encumbrances of record which are superior to such Deed of Trust, together with all unpaid taxes and assessments and any recorded releases. Neither the Commissioner nor the holder of the debt secured by such Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Commissioner or the holder of the debt 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 conditions expressly are disclaimed. The Commissioner shall convey title to the property by non-warranty deed, without any covenants or warranties, express or implied.

An Order for possession of the property may be issued pursuant to G.S. 1-339.29 (c) in favor of the purchaser and against the party or parties in possession by the judge or 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.

To the best of the knowledge and belief of the undersigned, the current record owners of the property as reflected on the records of the FORSYTH COUNTY Register of Deeds' office not more than ten (10) days prior to the date hereof are Willie Lee Pinkney and wife, Clara J. Pinkney.

A cash deposit of five percent (5%) of the purchasing price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price of bid in cash or certified check at the time the Commissioner tenders a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price of bid at that time, said bidder shall remain liable on said bid as provided for under North Carolina law.

The sale will be reported to the court and will remain open for advance or upset bids for a period of ten (10) days as required by law. If the Commissioner 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 Commissioner. If the validity of the sale is challenged by any party, the Commissioner, in its sole discretion, if it believes 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
Commissioner
c/o 5431 Oleander Drive, Suite 200
Wilmington, NC 28403
(910) 202-2800 Phone
(888) 207-9353 Facsimile

March 10, 17, 2020

19 SP 1513

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 Celestino Leguisamo and Maria C. Bracamontes to Gary L. Lackey, Trustee(s), which was dated November 21, 2001 and recorded on November 21, 2001 in Book 2213 at Page 5117 and rerecorded/modified/corrected on February 6, 2002 in Book 2231, Page 2531 and rerecorded/modified/corrected on November 19, 2019 in Book 3493, Page 3439, 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 **March 24, 2020 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

TRACT ONE:

BEGINNING at a stone on the West side of Lexington Road, and running thence North 88 deg., 30 min. West 459 feet to a stone; thence South 1 deg. 30 min. West 75 feet to an old stone; thence North 89 deg. 30 min. East 32 feet to an old stone; thence South 8 deg. 20 min. West 25 feet to a stake; thence South 88 deg. 30 min. East 450 feet to a stake on the West side of Lexington Road; thence Northwardly along the west side of Lexington Road 100 feet to the place of Beginning, the same being 100 feet on the North side of Lot 1 on the map of Longworth Place as recorded in the Register of Deeds Office of Forsyth County, North Carolina in Plat Book 2, Page 85.

Save and except that certain tract of land situate in Forsyth County being more particularly described as follows:

BEGINNING at an iron found in the Southwest corner of Lot 25 of the Hartle Property as recorded in Plat Book 5, Page 155; Forsyth County Registry; running thence South 89 degrees 04 minutes 50 seconds West 9.31 feet to a new iron in the Southern line of Lot 21 of the Hartle Property as recorded in Plat Book 5, Page 155, Forsyth County Registry; thence South 19 degrees 42 minutes 18 seconds West 12.38 feet to a new iron, THE BEGINNING POINT OF THE HEREIN DESCRIBED TRACT; thence South 88 degrees 22 minutes 08 seconds East 182.75 feet to an X-mark placed on the concrete curb within the right-of-way for Konnoak Drive; thence continuing South 88 degrees 22 minutes 08 seconds East 15.85 feet to a point in the right-of-way for Konnoak Drive; thence South 11 degrees 28 minutes 45 seconds East 97.57 feet to a point in the right-of-way for Konnoak Drive; thence North 88 degrees 22 minutes 08 seconds West 32.47 feet to an iron; thence continuing North 88 degrees 22 minutes 08 seconds West 219.28 feet to an iron at an existing ditch; thence North 19 degrees 42 minutes 18 seconds East 99.96 feet to an iron; the POINT AND PLACE OF BEGINNING. Being a Northeast portion of Lot 1 of the Longworth Place recorded in Plat Book 2, Page 85. See Deed Book 336, Page 302; Forsyth County Registry. Also being known as Tax Lot 1-A and part of Tax Lot 4-A in Forsyth County Tax Block 2019. Containing 0.490 acres, more or less. All according to an unrecorded survey by Kent J. Franklin, P.L.S.-3821, Franklin Surveyors, Inc., dated 23 March 1999, Job No. 17-719.

For back title, see Deed Book 336, Page 302; Forsyth County Registry and Forsyth County Clerk of Court Estate File 97 E 1406 (Margaret H. Messick).

TRACT TWO:

LYING AND BEING in Broadbay Township, Forsyth County, North Carolina.

BEGINNING at an iron stake in the east line of Emma Avenue, the southwest corner of Lot No. 6 on the Map of Rock Crest, said stake being 144.3 feet south of the southeast intersection of Emma Avenue and Hartle Street; running thence North 89 deg. 39 min. East with the south line of Lot No. 6 passing an iron stake, the southeast corner of Lot No. 6, and continuing along the north line of Lot No. 1 on the map of Longworth Place 31.83 feet or a total distance of 145.23 feet to an iron stake, a new corner in the north line of Lot No. 1 and the south line of lot no. 17, Hartle Development; thence South 2 deg. 06 min. West passing the northeast corner of Lot No. 8 at 74.2 feet and continuing with the east line of Lot No. 8 60 feet or a total distance of 134.2 feet to the northeast corner of Lot No. 9, Rock Crest; thence with the north line of Lot No. 9 South 89 deg. 42 min. West 146.63 feet to an iron stake in the east line of Emma Avenue; thence with the east line of Emma Avenue North 2 deg. 40 min. East 134.2 feet to the BEGINNING. Being known and designated as Lots 7 and 8 on the Plat of ROCK CREST DEVELOPMENT, recorded in Plat Book 16 at Page 47; and the northwest portion of Lot No. 1, LONGWORTH PLACE, as recorded in Plat Book 2, Page 85 in the Office of the Register of Deeds of Forsyth County, North Carolina.

LEGALS

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

Said property is commonly known as 3647 Emma Avenue, Winston-Salem, NC 27127-6023.

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 Maria Catalina Bracamontes and All Lawful Heirs of Celestino Leguisamo.

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 § 45-21.16(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.: 19-02074-FC02

March 10, 17, 2020

Notice to Creditors

Having qualified as Co-Executors of the Estate of Dorris Elizabeth Cranfill Comer aka Dorris Cranfill Comer aka Dorris C. Comer, 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 10th day of June, 2020 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 10th day of March, 2020.

Sandra Pope Brown, Co-Executor
Brandon E. Brown, Co-Executor
Estate of Dorris Elizabeth Cranfill Comer
c/o Craige Jenkins Liiptfert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Liiptfert & Walker, LLP

March 10, 17, 24, 31, 2020

NORTH CAROLINA FORSYTH COUNTY NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of **Jimmy R. Hamilton**, (a/k/a Jimmy Ronald Hamilton), 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 Mary Jenkins Crowell, Executor, clo Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winton-Salem, North Carolina, 27104, on or before the 12th day of June, 2020, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the day of 10th day of March, 2020.

**Mary Jenkins Crowell
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 10, 17, 24, 31, 2020
