

# Kernersville News Legal Notices

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Tuesday News, April 2, 2019

## LEGALS

19 SP 186

### 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 Paul Ryan Wells to Joseph P. Clark, Trustee(s), which was dated September 30, 2014 and recorded on September 30, 2014 in Book 3199 at Page 348, 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 **April 9, 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 iron stake in the South right of way line of Borum Drive; said stake being located at the northwest corner of Lot No. 18 on map hereinafter referred to; running thence South 4 degrees 41 minutes West 465.58 feet to an iron stake; running thence North 54 degrees 54 minutes North 163.69 feet along the center line of a creek to a point; running thence North 1 degree 05 minutes East 395.08 feet to an iron stake; running thence North 17 degrees 38 minutes West 65.11 feet to an iron stake in the South right of way line of Borum Drive; running thence Westwardly with the South Right of way line of Borum Drive as it curves 82.7 feet to a point and place of beginning. Being all of Lot No. 18 as shown on plat of Hidden Valley Section No. 1 as recorded in Plat Book 19 page 132 except a small triangular strip off the Northeast corner. See also deed recorded in Book 848, Page 204, Forsyth County Registry.*

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

Said property is commonly known as 3462 Borum Drive, Winston Salem, NC 27107.

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

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

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.: 19-00500-FC01

March 26, April 2, 2019

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
19 CVD 478

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

JOANNA MAUREEN HUCKABEE,  
Plaintiff

VS.

HUNTER KIRKLIN MCINTOSH,  
Defendant

To: HUNTER KIRKLIN MCINTOSH, Defendant

Take notice that a pleading seeking relief against you has been filed in the above action. The nature of the relief being sought is as follows: Plaintiff is seeking custody of the minor child born of the relationship. You are required to make defense to such pleading no later than the 6th day of MAY, 2019, which is 40 days from the first publication of this notice. Upon your failure to file a pleading by the above date, party-seeking service against you will apply to the Court for the relief sought.

This the 22nd day of MARCH, 2019.

LAW OFFICES OF JOHN J. BARRROW, P.A.  
EDWARD A. SHIFFILETTE, III  
Attorney for Plaintiff  
118 West Mountain Street, Suite B  
Kernersville, NC 27284  
Phone: (336) 996-5900

March 26, April 2, 9, 2019

19 SP 153

### 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 Timothy J. Wells to Home Title Connect, LLC, Trustee(s), which was dated August 22, 2008 and recorded on September 15, 2008 in Book RE 2854 at Page 1506 and re-recorded/modified/corrected on October 8, 2018 in Book RE 3428, Page 2430, Forsyth County Registry, North Carolina.

## LEGALS

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 **April 9, 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 UNIT NO. 146 AS SHOWN ON A PLAT OR PLATS ENTITLED "SOUTH WIND VILLAS" SECTION THREE RECORDED IN UNIT OWNERSHIP BOOK NO. 1, PAGES 191 THROUGH 193 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*

*TOGETHER WITH ALL RIGHTS AND EASEMENTS APPURTENANT TO SAID UNIT AS SPECIFICALLY ENUMERATED IN THE "DECLARATION OF CONDOMINIUM" ISSUED BY KENNEDY ASSOCIATES, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA IN BOOK 1343, PAGE 952 ET SEQ., AND PURSUANT TO MEMBERSHIP IN SOUTH WIND VILLAS HOMEOWNERS ASSOCIATION, A NORTH CAROLINA NON-PROFIT CORPORATION, RECORDED IN BOOK 1343, PAGE 989, FORSYTH COUNTY REGISTRY.*

*TOGETHER WITH ALL RIGHTS OF SELLER IN AND TO THE LIMITED COMMON AREAS AND FACILITIES APPURTENANT TO SAID UNIT; AND*

*SUBJECT TO THE SAID DECLARATION OF CONDOMINIUM AND THE BY-LAWS ANNEXED THERETO AND THE AMENDMENT THERETO, WHICH WITH ALL ATTACHMENTS THERETO ARE INCORPORATED HEREIN AS IF SET FORTH IN THEIR ENTIRETY; AND BY WAY OF ILLUSTRATION AND NOT BY WAY OF LIMITATION, PROVIDE FOR: (1) 2.50 AS THE PERCENTAGE OF UNDIVIDED FEE SIMPLE INTEREST APPERTAINING TO THE ABOVE UNIT IN THE COMMON AREAS AND FACILITIES, WHICH PERCENTAGE MAY BE REDUCED AS PROVIDED THEREIN; (2) USE AND RESTRICTION OF USE OF UNIT FOR RESIDENTIAL AND LODGING ACCOMMODATION PURPOSES AND OTHER USES REASONABLY INCIDENTAL THERETO; (3) PROPERTY RIGHTS OF PURCHASER AS A UNIT OWNER, AND ANY GUESTS OR INVITEES OF THE PURCHASER, IN AND TO THE COMMON AREA; (4) OBLIGATIONS AND RESPONSIBILITIES OF THE PURCHASER FOR REGULAR MONTHLY ASSESSMENTS AND SPECIAL ASSESSMENTS AND THE EFFECT OF NON-PAYMENT THEREOF AS SET FORTH IN SAID DECLARATION AND THE BYLAWS ANNEXED THERETO; (5) LIMITATIONS UPON USE OF COMMON AREAS; (6) OBLIGATIONS OF PURCHASER AND THE ASSOCIATION, MENTIONED IN SAID BYLAWS FOR MAINTENANCE; AND (7) RESTRICTIONS UPON USE OF THE UNIT OWNERSHIP IN REAL PROPERTY CONVEYED HEREBY.*

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

Said property is commonly known as 938 South Ridge Court, Winston Salem, NC 27107.

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

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

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

Trustee Services of Carolina, LLC  
Substitute Trustee  
Brock & Scott, PLLC  
Attorneys for Trustee Services of Carolina, LLC  
5431 Oleander Drive Suite 200  
Wilmington, NC 28403  
PHONE: (910) 392-4988  
FAX: (910) 392-8587

File No.: 10-04897-FC02

March 26, April 2, 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 Barbara Blankenship Leasingham to TRSTE, Inc., Trustee(s), which was dated December 14, 2007 and recorded on January 29, 2008 in Book 2808 at Page 2923, 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 **April 16, 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:

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF FORSYTH, AND STATE OF NORTH CAROLINA, DESCRIBED AS FOLLOWS:

LYING AND BEING IN WINSTON TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD IRON FOUND IN THE INTERSECTION OF THE NORTHERN RIGHT OF WAY

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OF SPEAS ROAD, THE SOUTHWESTERN-MOST CORNER OF LOT 8, PLAT BOOK 18 AT PAGE 58, AND THE SOUTHEASTERN CORNER OF LOT 7, PLAT BOOK 18 AT PAGE 58; RUNNING THENCE WITH THE NORTHERN RIGHT OF WAY OF SPEAS ROAD NORTH 89 DEGREES 29 MINUTES 00 SECONDS WEST 99.88 FEET TO AN IRON; RUNNING THENCE NORTH 00 DEGREES 37 MINUTES 20 SECONDS EAST 89.53 FEET TO AN IRON; RUNNING THENCE NORTH 07 DEGREES 46 MINUTES 04 SECONDS EAST 111.30 FEET TO AN IRON; RUNNING THENCE SOUTH 88 DEGREES 54 MINUTES 39 SECONDS EAST 100.00 FEET TO AN IRON FOUND IN THE NORTHWESTERN-MOST CORNER OF LOT 8, PLAT BOOK 18 AT PAGE 58; RUNNING THENCE WITH THE WESTERN BOUNDARY OF SAID LOT 8 SOUTH 04 DEGREES 38 MINUTES 10 SECONDS WEST 199.46 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.472 ACRES, MORE OR LESS, AND BEING ALL OF LOT NO. 7 AND A STRIP OFF THE EAST SIDE OF LOT NO. 6, IN BLOCK D, SECTION 2 OF BEACON HILL, A PLAT OF WHICH IS RECORDED IN PLAT BOOK 18 AT PAGE 58 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, ACCORDING TO A PLAT OF SURVEY PREPARED BY KENNETH L. FOSTER, RLS, ON JUNE 20, 1988.

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

Said property is commonly known as 6357 Bethabara Park Boulevard, Winston Salem, NC 27106.

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 Barbara Blankenship Leasingham.

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.: 18-11954-FC01

April 2, 9, 2019

NORTH CAROLINA  
FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
18 CVD 4995

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

ANESIA LYNCH v. MARCUS TRIMAIR  
TO: MARCUS TRIMAIR

PLEASE TAKE NOTICE, that a VERIFIED AMENDED COMPLAINT has been filed against you in the above-entitled action. The nature of the relief being sought in this action is entry of a permanent Child Custody Order regarding MARCUS ANTONIO TRIMAIR, born November 24, 2009, ELIJAH ANTHONY TRIMAIR, born October 28, 2011, and ARIANNA ELISE TRIMAIR, born November 23, 2015, and entry of a Child Support Order regarding the minor children.

You are required to make defense to such pleading no later than the 14th day of May, 2019, which is 40 days from the last publication of this notice. Upon your failure to file a pleading by the above date, party seeking service against you will apply to the Court for the permanent legal and physical custody of the minor children named herein.

This the 2nd day of April, 2019.

Stacey D. Rubain, Attorney for Plaintiff, Anesia Lynch,  
301 N. Main Street, Suite 2020  
Winston-Salem, NC 27101  
(336) 725-6600

April 2, 9, 16, 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 Bentley R. Murray to PRLAP, Inc., Trustee(s), which was dated December 4, 2009 and recorded on December 9, 2009 in Book RE 2924 at Page 3091, 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 **April 16, 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:

Lying and being in Southfork Township, Forsyth County, North Carolina, and being more particularly described as follows: Beginning at an iron stake in a west property line of Thomas Goddin, a northeast corner of the property belonging to Danbar Realty Co., and being the southeast corner of the property described in Book 1166 at Page 1160 of the Forsyth County Registry; running thence with the south line of said property described in Book 1166 at Page 1160 North 83° 08' West 190.2 feet to an iron stake, a new

## LEGALS

corner with M.W. King; running thence on a new line with M.W. King North 2° 09' East 96.33 feet to an iron stake; running thence on another new line with M. W. King South South 87° 09' East 198.6 feet to an iron stake in a west line of Thomas Goddin, said iron stake being located South 6° 52' West 16.94 feet from an iron stake located in the west right of way line of Willowee Drive; running thence with a west line of said Goddin South 6° 52' West 109.92 feet to an iron stake, the point and place of beginning, and being a portion of the property described in Book 1166 at Page 1160 of the Forsyth County Registry, as taken from a plat of survey prepared by Steve Lineback, R.L.S., dated July 1, 1976 and entitled, "Property of Kenneth J. Anderson and wife, Gayle N. Anderson."

Together with a perpetual non-exclusive easement for purposes of ingress, egress and regress from the above described property to Willowee Drive, said easement being more particularly described as follows: Beginning at an iron stake located in the west right of way line of Willowee Drive at the north corner of Thomas Goddin, the easternmost corner of M. W. King; running thence with the west line of said Goddin south 6° 52' West 16.94 feet to an iron stake, the northeast corner of the property described hereinabove; running thence with the north line of the above described property, north 87° 09' West 30.07 feet to a point; running thence on a new line with M.W. King North 6° 52' East 79.56 feet to a point in the curve of the southwesterly right of way line of Willowee Drive; running thence with said right of way of Willowee Drive on a curve to the right, an arc distance of 61.96 feet (said curve having a radius of 91 feet and a chord of south 21° 32' East 60.77 feet) to a point; continuing thence with said right of way line of Willowee Drive, South 1° 55' East 7.14 feet to the point and place of Beginning, said description being taken from the above mentioned plat of survey.

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

Said property is commonly known as 1910 Willowee Lane, Winston Salem, NC 27127.

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

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

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.: 16-04677-FC01

April 2, 9, 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 Nathaniel Rousseau and Renee Rousseau to Devan L. Shumway, Trustee(s), which was dated April 25, 2016 and recorded on April 25, 2016 in Book 3282 at Page 2724, 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 **April 16, 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 Lot 11, Stanleyville Acres, Plat Book 21, Page 101, 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 6310 Lochinvar Drive, Rural Hall, NC 27045.

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 Nathaniel Rousseau and wife, Renee Rousseau.

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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.: 17-18968-FC01

April 2, 9, 2019

NORTH CAROLINA  
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Marie Gambill Icenhower, also known as Marie G. Icenhower, late of Forsyth County, North Carolina, and the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before July 4, 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 2nd day of April, 2019.

Steven Ray Icenhower  
290 Hicks Rd.  
Lexington, NC 27295

April 2, 9, 16, 23, 2019

PERSONAL REPRESENTATIVE'S NOTICE

Having qualified as Personal Representative of the Estate of Reba S. Jones a/k/a Reba Swink Jones and Reba Jones 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 as 514 S. Stratford Road, Ste 333, Winston Salem, NC 27103, 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 12th day of March, 2019.

Wiley Jones, Jr., Personal Representative  
of the Estate of Reba S. Jones

D. Barrett Burge  
Burge Law Firm  
514 S. Stratford Road, Ste 333  
Winston Salem, NC 27103

March 12, 19, 26, April 2, 2019

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO. 19 CVD 931

JOYCE BARNHART,  
Plaintiff,

V.

FAWZY TALAT,  
Defendant.