

Kernersville News

Legal Notices

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Tuesday News, April 9, 2019

LEGALS

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. SHIFFLETTE, III
Attorney for Plaintiff
118 West Mountain Street, Suite B
Kernersville, NC 27284
Phone: (336) 996-5900

March 26, April 2, 9, 2019

18 SP 1220

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 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

LEGALS

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 TRIMARIAR
TO: MARCUS TRIMARIAR

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 TRIMARIAR, born November 24, 2009, ELIJAH ANTHONY TRIMARIAR, born October 28, 2011, and ARIANNA ELISE TRIMARIAR, 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 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 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

16 SP 722

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 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, 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 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.

LEGALS

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

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1453

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BRIAN A. SIMMONS AND AMANDA H. SIMMONS DATED SEPTEMBER 14, 2010 AND RECORDED IN BOOK 2964 AT PAGE 306 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **10:00AM on April 22, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

Being all of Lot 58 as shown on Final Plat entitled "River chase Subdivision Phase 2" as recorded in Plat Book 51 Pages 76-78 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to said plat is hereby made for a more particular description.

And Being more commonly known as: **4357 Morning Ridge Lane, Winston Salem, NC 27101**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Brian A. Simmons and Amanda H. Simmons.

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

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

For additional information, please see Auction.com.

The date of this Notice is March 22, 2019.

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

12-031327

April 9, 16, 2019

18 SP 169

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. Shurmay, 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

LEGALS

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.

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.: 17-18868-FC01

April 2, 9, 2019

NORTH CAROLINA
FORSYTH COUNTY

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.

TO: FAWZY TALAT:

TAKE NOTE THAT A PLEADING SEEKING RELIEF AGAINST YOU HAS BEEN FILED IN THE ABOVE-CAPTIONED ACTION. THE NATURE OF THE RELIEF BEING SOUGHT IS A COMPLAINT FOR ABSOLUTE DIVORCE. YOU ARE DIRECTED TO ANSWER THE COMPLAINT WITHIN THIRTY (30) DAYS OF THE LAST DATE OF PUBLICATION HEREOF.

This the 1st day of April, 2019.

Bennett D. Ramsey, Esq.
N.C. State Bar No. 46348
Attorney for Plaintiff
1068 West Fourth Street
Winston-Salem, NC 27101
336/725-1985

April 2, 9, 16, 2016

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, 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

19 SP 46

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 Ethel S. Ford to Randy Warlick and Amy E. Johnson, Trustee(s), which was dated September 9, 2001 and recorded on October 2, 2001 in Book 2203 at Page 2072, 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 23, 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 PARCEL OF LAND IN CITY OF WINSTON-SALEM, FORSYTH COUNTY, STATE OF NORTH CAROLINA, AS MORE FULLY DESCRIBED IN DEED BOOK 1235, PAGE 111, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY.

BY FEE SIMPLE DEED FROM J. R. LYON, DIVORCED AS SET FORTH IN BOOK 1235, PAGE 111 DATED 04/24/1978 AND RECORDED 04/25/1978, FORSYTH COUNTY RECORDS, STATE OF NORTH CAROLINA.

And being more particularly described by metes and bounds according to said Deed as follows:

BEGINNING at an iron stake located in the Southwest intersection of the right of ways of Burgandy Street and Brookline Street, running thence with the West right of way line of Burgandy Street South 07 deg. 30 min. West 150 feet to an iron stake in the North line of the 15 foot alley; running thence with the North line of said alley North 82 deg. 30 min. West 75 feet to an iron stake; running thence North 07 deg. 30 min. East 150 feet to an iron stake in the right of way line of Brookline Street; running thence with the South right of way line of Brookline Street, South 82 deg. 30 min. East 75 feet to the point of Beginning. Being all of Lot 33 and the Eastern 1/2 of Lot 34 as shown on the Map of F. M. HAHN property as recorded in Plat Book 7, Page 21, in the Office of the Register of Deeds of Forsyth County, North Carolina.

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

Said property is commonly known as 840 East Brookline Street, 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 Ethel S. Ford.

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.: 18-07741-FC01

April 9, 16, 2019

19 SP 212

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 Allan M. Zimmerman to John C. Warren, Trustee(s), which was dated April 26, 2004 and recorded on April 26, 2004 in Book 2464 at Page 3023, 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 23, 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 37, as shown on the Map of Harrison Estate, as recorded in Plat Book 10, Page 129(2), in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Save and

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♦ ♦ ♦ ♦

19 SP 12

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 Jessie M. Pannell, John H. Pannell and Gail P. Pannell to Trste, Inc., Trustee(s), which was dated October 17, 2003 and recorded on October 17, 2003 in Book 2414 at Page 1562 and rerecorded/modified/corrected on July 12, 2016 in Book 3296, Page 2630, 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 23, 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:

TRACT I:

Being the western Fifteen (15) feet of Lot Numbered Thirty-One 31 in Block "H" as shown upon the map of Bowen Park as surveyed and platted by J. E. Ellerbe, C. E., in November, 1945, which map is of record in the Office of the Register of Deeds for Forsyth County, North Carolina in Map Book 12, Page 92 and to which map reference is hereby made for a more particular description.

TRACT II:

Being Lots Numbered Twenty-Nine (29) and Thirty (30) in Block "H", as is shown upon a map of "Bowen Park", as surveyed and platted by J. E. Ellerbe, C. E., in November, 1945, which map is of record in the Public Registry for Forsyth County in Map Book 12, at Page 43, and to which map reference is hereby made for more particular description.

This conveyance is made and accepted subject to the following conditions and restrictions:

The properties in the Bowen Park subdivision shall be used for residential purposes only with the exception of lots numbered 37 to 44, both inclusive in Block "B" which may be used for business purposes and lots numbered 22 to 26, both inclusive in Block "H" which may be used for recreational business purposes.

No residence can be erected on less than 2 lot units as shown on said map nor nearer the front lot line than 35 feet and any residence erected in said subdivision shall cost not less than \$2500.00 exclusive of any garage or other outbuildings that may be erected in the rear of such residence.

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

Said property is commonly known as 2211 East 23rd Street, Winston Salem, NC 27105.

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

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, esements, 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 Gail P. Pannell and All Lawful Heirs of Jessie M. Pannell.

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.: 18-23296-FC01

April 9, 16, 2019

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Notice to Creditors

Having qualified as Executor of the Estate of Alan Cameron Jackson (Alan C. Jackson), 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 9th day of July, 2019 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This 9th day of April, 2019.

Robert B. Harrell, Executor
Estate of Alan Cameron Jackson
c/o Craige Jenkins Liipfert & Walker, LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Liipfert & Walker, LLP

April 9, 16, 23, 30, 2019

♦ ♦ ♦ ♦

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Joe Herman Berrier, (also known as Joe H. Berrier) late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of said deceased to present them to the undersigned at the office of his attorney set forth below, on or before July 10, 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 5th day of April, 2019

Martha B. Katz
Executor for the Estate of
Joe Herman Berrier

Wesley Bailey, Attorney
Bailey & Thomas, PA
3069 Trenwest Dr., Suite 100
PO Box 52
Winston-Salem, NC 27102
Phone: (336) 725-8366
Fax: (336) 725-9206

April 9, 16, 23, 30, 2019

♦ ♦ ♦ ♦

LEGALS

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NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Raymond Jack Nifong, also known as Jack Nifong, late of Forsyth County, North Carolina, this is to notify all persons having claims against the estate of said deceased to present them to the undersigned at the office of his attorney set forth below, on or before July 11, 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 9th day of April, 2019

Charles Franklin Wilder
1732 Silver Run Court
Winston-Salem, NC 27127

April 9, 16, 23, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1365

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KAREN S. JOYCE DATED MAY 30, 2007 AND RECORDED IN BOOK RE2756 AT PAGE 4444 AND MODIFIED BY AGREEMENT RECORDED ON JANUARY 10, 2018 IN BOOK RE3386 AT PAGE 883 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **10:00AM on April 22, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 70 of HANLEY PARK PHASE ONE, as shown on a Map and Plat of same which is recorded in Plat Book 46, Page 39, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

And Being more commonly known as: **4660 Hanley Park Dr, Walkertown, NC 27051**

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

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

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

The date of this Notice is March 22, 2019.

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

18-102329

April 9, 16, 2019

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EXECUTOR'S NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of CHARLES WILLIAM SMITH (Charles W. Smith; C.W. Smith; Charles Smith) deceased 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 417 Hillcrest Drive, King, North Carolina 27021, on or before the 11th day of July, 2019 or this notice will be plead in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This the 9th day of April, 2019.

Marcia S. McCann
Executor of the Estate of
Charles William Smith
417 Hillcrest Drive
King, North Carolina 27021

H. Dwight Nelson
Attorney for the Estate
P.O. Box 902
Rural Hall, NC 27045

April 9, 16, 23, 30, 2019

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18sp818

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY FRANK TAYLOR, JR. DATED NOVEMBER 5, 2002 AND RECORDED IN BOOK 2295 AT PAGE 2448 AND MODIFIED BY AGREEMENT RECORDED JUNE 24, 2013 IN BOOK RE 3130 AT PAGE 3863 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **10:00AM on April 22, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEING ALL OF LOT 3, AS SHOWN ON THE MAP OR PLAT OF BEECHWOOD, SECTION 2, WHICH IS DULY RECORDED IN PLAT BOOK 17, PAGE 198, REGISTER OF DEEDS FOR FORSYTH COUNTY, NORTH CAROLINA, TO WHICH PLAT REFERENCE IS HERE MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION THEREOF

And Being more commonly known as: **132 Oak Summit Rd, Winston Salem, NC 27105**

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and convey-

LEGALS

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

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

The date of this Notice is March 22, 2019.

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

17-093738

April 9, 16, 2019