Kernersville News
Legal Notices

www.KernersvilleNews.com Kernersville News, Thursday, April 25, 2019

LEGALS

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Mitchell C. Holleman, also known as Mitchell Clarence Holleman, 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 6, 2019, or this notice will be pleaded in bar of their recovery.
All parties indebted to said estate will please make immediate payment to the undersigned.

This the 4th day of April, 2019.

Mary McAllister Andrews
3025 Hickory Tree Road
Winston-Salem, NC 27127

April 4, 11, 18, 25, 2019

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Notice to Creditors

Having qualified as Ancillary Administrator of the Estate of Robert Plemmons (aka Robert Craig Plemmons, Robert C. Plemmons), late of Volusia County, Florida, owning an interest in property in 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 4th 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 the 4th day of April 2019.

Linda Collins, Ancillary Administrator
Estate of Robert Plemmons
c/o Craige Jenkins Liipfert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Liipfert & Walker, LLP

April 4, 11, 18, 25, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Marietta P. Record, also known as Marietta Phillips Record and Marietta Record, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 5th day of July, 2018 or this notice will be pleaded in bar of their recovery.

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

This the 4th day of April, 2019.

Anita R. Baughman, Executor
Of the Estate of Marietta P. Record

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

April 4, 11, 18 and 25, 2019

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NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Dorothy Anne Thomas, a/k/a Dottie Thomas, 1622 Vogler Street, Winston-Salem, NC 27127. This is to notify all persons, firms and corporations having claims against the said decedent to exhibit them to the undersigned on or before June 6, 2019. This notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate are notified to make immediate payment.

This the 4th day of April, 2019.

Dorothy Anne Thomas, Deceased, Forsyth County File #2017E2024; Michelle Vincler, Resident Process Agent for Executor Matthew Adam Moore; Attorney: Michelle Vincler, 145 Salem Creek Road, Suite B, Winston-Salem, NC 27013.

April 4, 11, 18, 25, 2019

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NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Kenneth Jessie Stanley, (also known as Kenneth J. Stanley) 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 6, 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 2nd day of April, 2019

Linda Stanley Boles
Executor for the Estate of
Kenneth Jessie Stanley

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 4, 11, 18, 25, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Lynn Ashley Schneider, also known as Lynn A. Schneider, 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 6, 2019, or this notice will be pleaded in bar of their recovery.
All parties indebted to said estate will please make immediate payment to the undersigned.

This the 4th day of April, 2019.

April Schneider
100 Motsinger Street
High Point, NC 27260

April 4, 11, 18, 25, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of William H. Kirk, Jr., also known as William Hailey Kirk, Jr., William Kirk, Jr., William Kirk and Bill Kirk, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 11th day of July, 2019 or this notice will be pleaded in bar of their recovery.

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

This the 11th day of April, 2019.

Hailey Kirk, Executor
Of the Estate of William H. Kirk, Jr.

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

April 11, 18, 25 and May 2, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Lee Von Johnson, 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 13, 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 11th day of April, 2019.
Jeffrey Lee Johnson
549 Georgetown Dr., NW
Concord, NC 28027

April 11, 18, 25, May 2, 2019

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NORTH CAROLINA

FORSYTH COUNTY

PUBLIC ADMINISTRATOR CTA'S, NOTICE

Having qualified as Public Administrator, CTA of the Estate of Roscoe E. Sides, AKA Roscoe Elwood Sides, AKA Roscoe Sides, 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 July 18, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of the said deceased. All persons indebted to said estate will please make immediate payment.

This the 11th day of April, 2019.

Bryan C. Thompson
Public Administrator, CTA of the Estate of
Roscoe E. Sides, AKA Roscoe Elwood Sides,
AKA Roscoe Sides
SURRATT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

April 11, 18, 25, May 2, 2019

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NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Vivian Carlson (a/k/a Vivian Anderson Carlson) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased to exhibit them to the undersigned at 102 South Cherry Street, Winston-Salem, NC 27101, on or before July 15, 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.

Nancy Marie Carlson, Co-Executor of
The Estate of Vivian Carlson

Carol Sharon Carlson, Co-Executor of
The Estate of Vivian Carlson

Stafford R. Peebles, Jr., PC
102 South Cherry Street
Winston-Salem, NC 27101
(336) 723-7363

April 11, 18, 25, May 2, 2019

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Notice to Creditors

Having qualified as Executor of the Estate of Bobby J. Burton (aka Bobby Burton; Bobby Joe Burton), late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to my attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, North Carolina 27103-1958, on or before the 11th 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 the 11th day of April, 2019.

Brent W. Stephens, Executor
Estate of Bobby J. Burton
c/o Craige Jenkins Liipfert & Walker, LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103-1958

Craige Jenkins Liipfert & Walker, LLP

April 11, 18, 25, May 2, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Administrator of the Estate of Arnold Addair Bochert, also known as Arnold A. Bochert, Arnold Bochert, Butch Bochert, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N. C. 27284, on or before the 11th day of July, 2019 or this notice will be pleaded in bar of their recovery.

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

This the 11th day of April, 2019.

Dwane Powell Bochert, Administrator
Of the Estate of Arnold Addair Bochert

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

April 11, 18, 25, May 2, 2019
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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Grady A. Smith, also known as Grady Amos Smith, 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 13, 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 11th day of April, 2019.

Gayle Smith Clodfelter
2485 Motsinger Farm Road
Kernersville, NC 27284

April 11, 18, 25, May 2, 2019

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CREDITOR NOTICE

The undersigned, having qualified as Co-Executors of the Estate SARA BEVERLY LACY (AKA Sara B. Lacy; Sara Elizabeth Beverly Lacy), deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 11th day of July, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 11th day of April, 2019.

David Beverly Lacy, Co-Executor of the
Estate of Sara Beverly Lacy
Joan Lacy Preyer, Co-Executor of the
Estate of Sara Beverly Lacy
1001 West Fourth Street
Winston-Salem, North Carolina 27101

Robert L. Edwards, Esquire
EDWARDS CRAVER VEACH PLLC
1001 West Fourth Street
Winston-Salem, North Carolina 27101
Telephone No. (336) 607-7314

April 11, 18, 25, May 2, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Administrator of the Estate of Brenda Deloris McCloud, also known as Brenda Johnson McCloud, also known as BJ McCloud, deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at P.O. Box 904, Kernersville, NC 27285, on or before the 11th day of July, 2019, or this Notice will be pleaded in bar of their recovery.

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

This the 8th day of April, 2019.

Lanessa McCloud, Administrator
Estate of Brenda Deloris McCloud

Julie R. Whatley
Attorney at Law
Whatley Law, PLLC
PO Box 904
Kernersville, NC 27285-0904

April 11, 18, 25, and May 2, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Alison K. Rohl Roemer (also known as Alison Kay Rohl Roemer and Alison Kay Rohl-Roemer), deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at PO Box 904, Kernersville, N.C., 27285, on or before the 11th day of July, 2019, or this Notice will be pleaded in bar of their recovery.

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

This the 10th day of April, 2019.

Janice Roemer-Burtch, Executor
Estate of Alison K. Rohl Roemer

Julie R. Whatley
Attorney at Law
Whatley Law, PLLC
900 Old Winston Road, Suite 102
P.O. Box 904
Kernersville, NC 27285-0904

April 11, 18, 25, and May 2, 2019

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NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Ruth Lankford Ingram, also known as Ruth Emma Lankford Ingram, Ruth L. Ingram and Ruth Ingram, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at 116 South Cherry Street, Suite C, Kernersville, N.C. 27284, on or before the 18th day of July, 2019 or this notice will be pleaded in bar of their recovery.
All persons indebted to said estate will please make immediate payment to the undersigned at the above address.

This the 18th day of April, 2019.

James E. Ingram, Executor
Of the Estate of Ruth Lankford Ingram

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

April 18, 25, May 2 and 9, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of John Elvin Gregory, Jr., also known as John E. Gregory, Jr., 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 20, 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 18th day of April, 2019.

Mary L. Gregory
3080 Henrico Road
Buffalo Junction, VA 24529

April 18, 25, May 2, 9, 2019

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NOTICE OF FORECLOSURE SALE
FORSYTH COUNTY
19 SP 232

Under and by virtue of the power of sale contained in that certain deed of trust executed by TOMMY L. GARY, SR. AND WIFE, LILLIE R. GARY dated January 25, 2011 to SAM WHITEHURST, Trustee for SUMMIT CREDIT UNION, recorded in Book , Page , FORSYTH County Registry; default having been made in payment of the indebtedness thereby secured; and the necessary findings to permit foreclosure having been made by the Clerk of Superior Court of FORSYTH County, North Carolina; the undersigned Substitute Trustee will offer for sale at public auction to the highest bidder for cash, the property conveyed in said deed of trust, the same lying and being in the County of FORSYTH and State of North Carolina, and more particularly described as follows:

All that certain parcel of land situated in being known as a certain tract or parcel of land located in Winston Township, Forsyth County, state of North Carolina, and bounded as follows:

Being known and designated as Lot No. 190, as shown on the map of revision of Morningside Manor, section 7, area B, recorded in Plat Book 24 at Page 8, and rerecorded in Plat Book 24 at Page 21, 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 fully described in Deed Book 1495 Page 1475 recorded on 07/03/1985 among the land records of Forsyth County, NC.

Being the same property conveyed to Tommy L. Gary, Lillie R. Gary by deed from Housing Authority of the City of Winston Salem dated 07/02/1985, recorded 07/03/1985, Deed Book 1495 Page 1475.

Parcel ID Number: 6845 20 3155.00

PROPERTY ADDRESS/LOCATION: 1351 W. Sedgefield Drive Winston Salem NC 27107

DATE OF SALE: April 30, 2019

TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: FORSYTH County Courthouse

RECORD OWNER(S): The Heirs of Tommy L. Gary a/k/a Tommy L. Gary, Sr.

TERMS OF THE SALE:
(1) This sale will be made subject to: (a) all prior liens, encumbrances, easements, right of ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes and assessments for the year in which the sale occurs, as well as any prior years; (c) federal tax liens with respect to which proper notice was not given to the Internal Revenue Service; and (d) federal tax liens to which proper notice was given to the Internal Revenue Service and to which the right of redemption applies.
(2) The property is being sold "as is". Neither the beneficiary of the deed of trust, nor the undersigned Substitute Trustee, makes any warranties or representations concerning the property, including but not limited to, the physical or environmental condition of the property. Further, the undersigned Substitute Trustee makes no title warranties with respect to the title to the property.
(3) The highest bidder will be responsible for the payment of revenue stamps payable to the Register of Deeds and any final court and/or auditing fees payable to the Clerk of Superior Court which are assessed on the high bid resulting from this foreclosure sale.
(4) At the time of the sale, the highest bidder will be required to make a cash deposit of five percent (5%) of the bid, or $750.00, whichever is greater, with the remaining balance of the bid amount to be paid on the day following the expiration of the applicable ten (10) day upset bid period.
(5) Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.
(6) An order for possession of the property being sold may be issued pursuant to N.C.G.S. §45 21.29 in favor of the purchaser and against the party or parties in possession, by the Clerk of Superior Court of the county in which the property is sold.
(7) If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney, or the Substitute Trustee.

This the 2nd day of April, 2019.

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

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

April 18, 25, 2019

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SECOND NOTICE OF FORECLOSURE SALE
FORSYTH COUNTY
19 SP 230

Under and by virtue of the power of sale contained in that certain deed of trust executed by RAYMOND MIKESELL AND WIFE, CHI CHI MIKESELL f/k/a CHI CHI BOOTH dated February 24, 2006 to , Trustee for BRANCH BANKING AND TRUST COMPANY, recorded in Book 2641, Page 1449, FORSYTH County Registry; default having been made in payment of the indebtedness thereby secured; and the necessary findings to permit foreclosure having been made by the Clerk of Superior Court of FORSYTH County, North Carolina; the undersigned Substitute Trustee will offer for sale at public auction to the highest bidder for cash, the property conveyed in said deed of trust, the same lying and being in the County of FORSYTH and State of North Carolina, and more particularly described as follows:

BEGINNING at an iron said iron being located in the southeast corner of Lot 13 of the E.M. Hauser Property, a copy of said plat being recorded in Plat Book 12, at Page 138, Forsyth County Registry, said iron also being located in the northern right of way line of Shattalon Drive; running thence3 from said iron with the northern right of way line of Shattalon Drive, South 72 deg. 53' East 85.00 feet to an iron; thence North 12 deg. 39' 30" East 414.80 feet to an iron; thence North 85 deg. 18' West 85.75 feet to an iron; thence South 12 deg. 38' West 396.32 feet to an iron, the point and place of BEGINNING, according to a survey by Daniel W. Donathan, RLS, dated July 21, 1987, and also being known and designated as parts of Lots 10, 11, 12, and 13 of the E.M. Hauser Property as shown in Plat Book 12, at Page 138, Forsyth County Registry.

PROPERTY ADDRESS/LOCATION: 5471 Shattalon Drive Winston Salem NC 27106

DATE OF SALE: April 30, 2019

TIME OF SALE: 10:30 A.M.

LOCATION OF SALE: FORSYTH County Courthouse

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

TERMS OF THE SALE:
(1) This sale will be made subject to: (a) all prior liens, encumbrances, easements, right-of-ways, restrictive covenants or other restrictions of record affecting the property; (b) property taxes and assessments for the year in which the sale occurs, as well as any prior years; (c) federal tax liens with respect to which proper notice was not given to the Internal Revenue Service; and (d) federal tax liens to which proper notice was given to the Internal Revenue Service and to which the right of redemption applies.
(2) The property is being sold "as is". Neither the beneficiary of the deed of trust, nor the undersigned Substitute Trustee, makes any warranties or representations concerning the property, including but not limited to, the physical or environmental condition of the property. Further, the undersigned Substitute Trustee makes no title warranties with respect to the title to the property.
(3) The highest bidder will be responsible for the payment of revenue stamps payable to the Register of Deeds and any final court and/or auditing fees payable to the Clerk of Superior Court which are assessed on the high bid resulting from this foreclosure sale.
(4) At the time of the sale, the highest bidder will be required to make a cash deposit of five percent (5%) of the bid, or $750.00, whichever is greater, with the remaining balance of the bid amount to be paid on the day following the expiration of the applicable ten (10) day upset bid period.
(5) Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving this Notice of Foreclosure Sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in this Notice of Foreclosure Sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.
(6) An order for possession of the property being sold may be issued pursuant to N.C.G.S. §45-21.29 in favor of the purchaser and against the party or parties in possession, by the Clerk of Superior Court of the county in which the property is sold.
(7) If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney, or the Substitute Trustee.

This the 2nd day of April, 2019.

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

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

April 18, 25, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP318

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JAMES D. MOURY DATED SEPTEMBER 15, 2004 AND RECORDED IN BOOK RE 2506 AT PAGE 630 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on May 2, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron stake, said iron stake being located in the south margin of a sixty foot (60') easement; said iron stake also being a corner of Robert Weaver Property; said iron stake being located the following two courses and distances from the southeast corner of the Robert Smart Property (as recorded in Deed Book 763 at Page 131, Forsyth County Registry): (1) South 20 deg. 35' West 60.80 feet; (2) North 78 deg. 43' West 198.00 feet to the point and place of BEGINNING; running thence from the place of beginning with Robert Weaver. the three following courses and distances: (1) South 35 deg. 58' West 204.45 feet to an iron; (2) North 87 deg. 00' West 125.00 feet to an iron; (3) North 22 deg. 28' East 202.25 feet to an iron in the south margin of said sixty foot (60') easement; running thence with the south line of said easement on a curve to the right, said curve having a chord call and distance of South 81 deg. 15' East 120.00 feet to a point; continuing thence South 78 deg. 43' East 50.00 feet to the point and place of BEGINNING.

Together with a sixty foot (60') easement for the purpose of ingress, egress and regress, the southern line of which being described as follows: Beginning at the southeast intersection of said easement and Ebert Street Extension, said point of beginning being located South 20 deg. 35' West 60.8 feet from the southeast corner of the Robert Smart Property (Deed Book 763, Page 131); running thence North 78 deg. 43' West 248.00 feet to a point; continuing thence on a curve to the left, the chord call and distance of said curve being North 81 deg. 15' West 120.00 feet to an iron stake; said easement being sixty feet (60') wide with the northern right of way line being parallel to the above described southern line and being sixty feet (60') from said southern line, The above described property having been surveyed by Daniel W. Donathan, Registered Land Surveyor. on May 31, 1983.

And Being more commonly known as: **4734 Ebert Rd, Winston Salem, NC 27127**

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

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

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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 April 11, 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/

18-103056

April 18, 25, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Barbara S. Stewart, also known as Barbara Slater Stewart, 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 20, 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 18th day of April, 2019.

Chad Raven Stewart
1897 Denise Lane
Winston-Salem, NC 27127

April 18, 25, May 2, 9, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Joy H. Dowell, also known as Joy Mae Hill Dowell, Joy Hill Dowell and Joy Mae Dowell, 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 27, 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 25th day of April, 2019.

James William Dowell
1100 Sycamore Ridge Dr
Winston-Salem, NC 27105

April 25, May 2, 9, 16, 2019

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NOTICE OF PUBLIC HEARING BEFORE THE WALKERTOWN PLANNING BOARD ON ZONING RELATED MATTERS

Notice is hereby given in accordance with the requirement of applicable law that the Walkertown Planning Board will hold a public hearing in the Walkertown Public Library located at 2969 Main Street, at 3:00 P.M. on May 7, 2019 to consider the following:

1. Special Use Rezoning of Mari-Lu Investments, LLC from IP-S (Church or Religious Institution, Neighborhood; Club or Lodge; and Child Day Care Center) to LO-S (Veterinary Services; Kennel, Indoor; Offices; Bed and Breakfast; and Church or Religious Institution, Neighborhood): property is located on the northwest side of Reidsville Road, south of Darrow Road: property consists of ±1.6 acres and is PIN # 6867-17-0487 and a portion of 6867-17-3601 as shown on the Forsyth County Tax Maps and on a site plan on file in the office of the City-County Planning Board (Zoning Docket WA-059). Information about this case may be found by visiting the Planning website www.cityofws.org/planning and clicking on the red Rezoning Notice icon or by calling Gary Roberts Jr. at (336) 747-7069.

Rusty Sawyer
Town Clerk

April 25, 2019

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NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Edna Elizabeth Jackson, also known as Edna Jackson, 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 27, 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 25th day of April, 2019.

Michelle Choanique Franklin
1904 Yellow Daisy Dr.
Matthews, NC 28104

April 25, May 2, 9, 16, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP320

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY CHRISTY PHILLIPS MEDEIROS AND PAUL MICHAEL MEDEIROS DATED OCTOBER 26, 2012 AND RECORDED IN BOOK RE 3089 AT PAGE 2027 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on May 2, 2019** the following described real estate and any other improvements which may be situated thereon, in Forsyth County, North Carolina, and being more particularly described as follows:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED N THE CITY OF WINSTON-SAMLEM, CLEMMONSVILLE TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCROBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE IN THE NORTH RIGHT OF WAY LINE OF SOUTH PEACE HAVEN ROAD, SAID IRON STAKE BEING THE SOUTHWEST CORNER OF TROY L. BRANNONS PARCEL AS DESCRIBED IN DEED BOOK 762, PAGE 160, FORSYTH COUNTY REGISTRY; RUNNING THENCE FROM SAID POINT OF BEGINNING, WITH THE NORTH RIGHT OF WAY LINE OF SOUTH PEACE HAVEN ROAD, SOUTH 09 DEG. 02 MIN. WEST 144.4 FEET TO AN IRON STAKE; RUNNING THENCE NORTH 5 DEG. 37 MIN. EAST 164.86 FEET TO AN IRON STAKE; RUNNING THENCE NORTH 10 DEG. 22 MIN. EAST 37 FEET TO AN IRON STAKE; RUNNING THENCE SOUTH 82 DEG. 21 MIN. EAST 105.11 FEET TO AN IRON STAKE; RUNNING THENCE SOUTH 03 DEG. 15 MIN 20 SEC. EAST 135 FEET TO AN IRON STAKE, THE POINT AND PLACE OF BEGINNING, CONTAINING .46 ACRES, MORE OR LESS, AND BEING A PORTION OF THE G.F. HIRE ESTATE PROPERTY SHOWN ON A SURVEY PREPARED BY JOSEPH PARKS BENNETT, JR., RLS, DATED JULY 1976 AND REVISED JANUARY 12, 1981.

This being the same property conveyed to P. MICHAEL MEDEIROS AND CHRISTY P. MEDEIROS, dated 05/30/2002 and recorded in Book 2258, Page 4295, in the FORSYTH County Recorders Office.

PARCEL NO.5894-30-8402.00

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CLEMMONSVILLE TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON CORNER ONT HE NORTH SIDE OF PEACE HAVEN ROAD, PEGRAM CORNER; RUNS N. 69 E. WITH SAID ROAD 2.33 CHS, TO AN IRON; THENCE N. 2E. 2.61 CHS, TO AN IRON; THENCE N. 88 W. 2.16 CHS, TO AN IRON IN PEGRAM LINE; THENCE S. 2 W. WITH PEGRAM LINE 3.53 CHS, TO THE BEGINNING, CONTAINING SIX TENTHS OF AN ACRE, MOR OR LESS.

This being the same property conveyed to CHRISTY P. MEDIEROS, AS TO FEE SIMPLE AND IRENE R. BLAKELELY AKA NANCY IRENE HIRE BLAKELEY, AS TO A LIFE ESTATE, dated 03/27/2002 and recorded in Book 2243, page 2928, in the FORSYTH County Recorders Office.

PARCEL NO. 5894-30-6348.00

And Being more commonly known as: 780 South Peace Haven Rd and 784 South Peace Haven Rd, Winston Salem, NC 27103

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are P. Michael Medeiros and Christy P. Medeiros.

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 April 11, 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/

18-099878

April 18, 25, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP321

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY TANGELA D. PATTERSON DATED DECEMBER 21, 2006 AND RECORDED IN BOOK 2718 AT PAGE 4366 AND CORRECTED BY AFFIDAVIT RECORDED OCTOBER 5, 2018 IN BOOK 3428, PAGE 1735 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on May 2, 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 63, PHASE 2, LAUREN MEADOWS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGE 94, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.

And Being more commonly known as: 2011 Craver Meadows Dr, Winston Salem, NC 27127

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

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 April 11, 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/

11-018195

April 18, 25, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP332

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ELIZABETH R. HERNANDEZ DATED APRIL 30, 2012 AND RECORDED IN BOOK 3057 AT PAGE 1971 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:30AM on May 9, 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 103 OF BROOKHILL PARK SUBDIVISION, SECTION 5, AS SHOWN ON A PLAT ENTITLED, "RECOMBINATION SURVEY OF LOT 103 AND LOT 104, BROOKHILL PARK, SECTION 5, AS RECORDED IN PLAT BOOK 57, PAGE 67, FORSYTH COUNTY REGISTRY, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION

And Being more commonly known as: **190 Brookhill Park Ct, Rural Hall, NC 27045**

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

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 April 18, 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/

19-104718

April 25, May 2, 2019

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NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by **Terry W. Canter and Deborah W. Canter**, **husband and wife** dated February 4, 1999, and recorded February 9, 1999, in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book **2050** at Page **2271**, securing an Adjustable Rate Note in the original principal amount of $54,000.00, and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the City of Winston-Salem, North Carolina, on **May 8, 2019 at 11:00 a.m. O'clock**, all that certain parcel of land secured by the above-described Deed of Trust recorded in Book 2050 at Page 2271, situated in Forsyth County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein and briefly described as Middlefork Township, 0.688 Acres, Survey Dated 11/25/98.

ADDRESS SHOWN AS SECURITY ON THE NOTE AND DEED OF TRUST: **4517 Whiterock Road, Winston-Salem, NC 27105.**

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice is/are: Terry W. Canter and wife Deborah W. Canter.

In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, an order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 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. The notice shall also state 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.

Should the property be purchased by a third party, that person must pay the tax of forty-five cents per One Hundred Dollars ($100.00) required by NCGS 7A-308 (a)(1), up to a maximum of Five Hundred Dollars ($500.00). The property is being sold "as is and where is" with no representations or warranties of any type or kind being given or to be construed as being given or made; and, no title certification of any type or kind is being made or is to be construed as being made. The terms of the sale are that the real property hereinabove described will be sold for cash to the highest bidder and that the undersigned will require the successful bidder at the sale to immediately deposit cash or certified check in the amount of the greater of five percent (5%) of the amount of the bid or seven hundred and fifty dollars ($750.00), whichever is greater. The real property hereinabove described will be sold subject to any unpaid taxes, prior encumbrances, if any, and special assessments.

The sale will be held open for ten (10) days for upset bids as by law required and will also be subject to a ten (10) day right of redemption or to the filing of a bankruptcy petition. In the event of an upset bid, redemption or the filing of a bankruptcy petition, or any other reason that the Substitute Trustee deems necessary to redo the sale, the bid deposit will be returned and no other remedies will be assertable.

19-SP-309
This 10th day of April, 2019.

s/ Rick D. Lail
Rick D. Lail, either of
whom may act, Substitute Trustee
P.O. Box 30081
Charlotte, N.C. 28230-0081
(704) 347-0306

April 25, May 2, 2019

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NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Raymond A. Yorke, Jr. and wife, Sharita N. Yorke, dated the 3rd day of March, 2006, and recorded in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book 2643 at Page 1477 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the city of Winston-Salem, North Carolina, at **11:00 AM on the 8th day of May, 2019,** all that certain parcel of land, more particularly described as follows:
IMPROVEMENTS: House and lot/Condominium/or Lot
LEGAL DESCRIPTION: BEING KNOWN AND DESIGNATED AS LOT 12 OF TINLEY PARK, MAP 1, AS PER A MAP AND PLAT OF WHICH IS RECORDED IN PLAT BOOK 46, PAGE 141, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF.
ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY: 3441 Tinley Park Drive, Winston-Salem, NC 27107
Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling.
PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are Raymond A. Yorke, Jr. and Sharita N. Yorke.
Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23. ***In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §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 upon 10 days' written notice to the landlord, 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.
Should the property be purchased by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars ($100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax. 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/Security Instrument, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee of the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record, including prior Deeds of Trust.
The Substitute Trustee reserves the right to require a cash deposit or certified check made payable to the Substitute Trustee (no personal checks) for five percent (5%) of the purchase price or seven hundred fifty dollars ($750.00), whichever is greater, at the time of the sale. The sale will be held open for ten (10) days for upset bids as by law required. Following the expiration of the statutory upset bid period, all remaining amounts are due immediately. 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 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 declare the sale to be void and return the deposit. The purchaser will have no further remedy.
This the 17th day of April, 2019.
The Caudle Law Firm, P.A.,
Substitute Trustee
By: David R. Caudle
President & Attorney at Law
State Bar Number 6075
PO Box 620997
Charlotte, NC 28262
http://www.caudlelawfirm.com
19-SP-346

April 25, May 2, 2019

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STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

NOTICE OF SALE

UNDER AND BY VIRTUE of the power of sale contained in that certain Deed of Trust executed by Archie R. Tuttle as Member/Manager of Triad Seafood Distribution, LLC, dated December 21, 2016, and recorded in Book 3326 at Page 3298-3304 in the Office of the Register of Deeds for Forsyth County; and under and by virtue of the authority vested in the undersigned as Substitute Trustee by that certain instrument recorded in Book 3410 at Page 2580 in the Office of the Register of Deeds for Forsyth County; and under and by virtue of that certain Order Authorizing Resale Following Failure of Bidder to Comply with Bid entered by the Clerk of Superior Court of Forsyth County on April 4, 2019, and of record in File 18 SP 821, default having been made in the payment of the indebtedness secured by said Deed of Trust and the said Deed of Trust being by its terms subject to foreclosure, and the holder of the indebtedness thereby secured having demanded the foreclosure thereof for the purpose of satisfying said indebtedness, and due notice having been given to those entitled to same, the undersigned Substitute Trustee will offer for sale at public auction, to the highest bidder, for cash, **at the Courthouse door in Winston-Salem, Forsyth County, North Carolina, at 12:00 Noon, on May 10, 2019,** the land conveyed in said Deed of Trust, the same being owned of record by Archie R. Tuttle as Member/Manager of Triad Seafood Distribution, LLC, and being more particularly described as follows:
BEGINNING at a nail through a bottle cap in the eastern pavement of Indiana Avenue, formerly Walker Road, 21.6 feet easterly from the center of said pavement, being also at the southwest corner of Lot One on the map of Marvin Grove, as recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 3 at Page 40; running thence with the south line of said Lot One South 86° 15' East 259.3 feet to an iron stake at the southeast corner of said Lot One; thence with the east line of said Lot One and Two as shown on said plat, North 3° 45' East 110.44 feet to an iron stake, said stake being 15.06 feet south of the north line of Lot Two; thence in a new line passing over an iron stake 139.35 feet, North 87° 40' West 318.55 feet to an iron stake located 21.6 feet easterly from the center of the pavement of Indiana Avenue, being also South 27° 40' East 27 feet from the northwest corner of Lot Two; thence along the easterly pavement of Indiana Avenue, South 27° 40' East 123 feet to the BEGINNING, being all of Lot One and all of Lot Two except the northern portion as shown on the map of Marvin Grove and as shown on a survey prepared by Guy F. Hinshaw, C. E. dated March 1, 1968.

Together with all the buildings, fixtures and improvements thereon, and all rights, easements, hereditaments and appurtenances thereunto belonging, including all heating, plumbing, ventilating, lighting goods, equipment and other tangible and intangible property, attached to or reasonably necessary to the use of such premises.

The aforesaid sale will be made subject to all encumbrances existing prior to the recording of the above-referenced Deed of Trust, including all valid and enforceable liens and also will be subject to all taxes and special assessments outstanding against the property.

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/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed.

Should the property be purchased by a party other than the holder of the Deed of Trust being foreclosed, that purchaser must pay, in addition to the amount bid, the following items: (i) the tax required by N.C. Gen. Stat. Section 7A-308(a)(1) of Forty-five Cents (45¢) per One Hundred Dollars ($100) of the bid amount up to a maximum tax of Five Hundred Dollars ($500), and (ii) the excise tax on conveyance required by N.C. Gen. Stat. Section 105-228.28 et seq. of One Dollar ($1) per Five Hundred Dollars ($500) or fractional part thereof of the bid amount.

The successful bidder at sale may be required to make an immediate cash deposit of the greater of five percent (5%) of the amount bid or Seven Hundred Fifty and no/100 Dollars ($750.00).

The upset bids procedure of North Carolina General Statute Section 45-21.27 is applicable to this sale.

The following applies if the property being sold is residential real property with less than 15 rental units: (1) Pursuant to NCGS Section 45-21.29, the clerk of superior court of the county. in which the property is sold may issue an order of possession of the property in favor of the purchaser and against the party or parties in possession. (2) Any person who occupies residential real property pursuant to a rental agreement entered into on or after October 1, 2007, may, after receiving this notice of sale, terminate the rental agreement upon 10 days written notice to the landlord. The tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Date of Notice: April 9, 2019.

Alexander B. Stubbs
Substitute Trustee
210 South Cherry Street
Winston-Salem, NC 27101
336-529-6035

April 25, May 2, 2019

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NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by **Clinton Don Hawks, and wife Phyllis Hawks** dated June 24, 2005, and recorded July 11, 2005, in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book **2581** at Page **2534**, securing a Note in the original principal amount of $136,000.00, and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the City of Winston Salem, North Carolina, on **May 8, 2019 at 11:00 a.m. O'clock**, all that certain parcel of land secured by the above-described Deed of Trust recorded in Book 2581 at Page 2534, situated in Forsyth County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein and briefly described as Lot 18 and a western portion of Lot 17, Deer Path Subdivision, Section II, Plat Book 33, Page 1.

ADDRESS SHOWN AS SECURITY ON THE NOTE AND DEED OF TRUST: **3098 Buck Forest Dr., Kernersville, NC 27284.**

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice is/are: Clinton Don Hawks, and wife Phyllis Hawks.

In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, an order for possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 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. The notice shall also state 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.

Should the property be purchased by a third party, that person must pay the tax of forty-five cents per One Hundred Dollars ($100.00) required by NCGS 7A-308 (a)(1), up to a maximum of Five Hundred Dollars ($500.00). The property is being sold "as is and where is" with no representations or warranties of any type or kind being given or to be construed as being given or made; and, no title certification of any type or kind is being made or is to be construed as being made. The terms of the sale are that the real property hereinabove described will be sold for cash to the highest bidder and that the undersigned will require the successful bidder at the sale to immediately deposit cash or certified check in the amount of the greater of five percent (5%) of the amount of the bid or seven hundred and fifty dollars ($750.00), whichever is greater. The real property hereinabove described will be sold subject to any unpaid taxes, prior encumbrances, if any, and special assessments.

The sale will be held open for ten (10) days for upset bids as by law required and will also be subject to a ten (10) day right of redemption or to the filing of a bankruptcy petition. In the event of an upset bid, redemption or the filing of a bankruptcy petition, or any other reason that the Substitute Trustee deems necessary to redo the sale, the bid deposit will be returned and no other remedies will be assertable.

19-SP-315
This 10th day of April, 2019.

/s/ Rick D. Lail
Frances S. White or Rick D. Lail, either one of whom may act, Substitute Trustee
P.O. Box 30081
Charlotte, N.C. 28230-0081
(704) 817-8134

April 25, May 2, 2019

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AMENDED NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Graham Otis Joyce to Fidelity National Title Company, a Nebraska Corporation, Trustee(s), which was dated June 8, 2012 and recorded on July 18, 2012 in Book RE 3070 at Page 227, 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 **May 10, 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 LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FORSYTH, STATE OF North Carolina, AND IS DESCRIBED AS FOLLOWS:

SITUATED IN THE COUNTY OF FORSYTH AND STATE OF NORTH CAROLINA:

BEGINNING AT AN IRON STAKE IN THE EAST SIDE OF NORTH CAROLINA HIGHWAY NUMBER 66, THE SOUTHWEST CORNER OF LOT NUMBER 3 AND RUNNING THENCE ALONG THE SOUTH LINE OF LOT NUMBER 3, NORTH 75 DEGREES 30 MINUTES EAST 1426.92 FEET TO AN IRON STAKE; THENCE RUNNING SOUTH 54 DEGREES 30 MINUTES EAST 58.08 FEET TO AN IRON STAKE; THENCE RUNNING NORTH 80 DEGREES EAST 99 FEET TO AN IRON STAKE; THENCE RUNNING SOUTH 2 DEGREES 45 MINUTES WEST 112.2 FEET TO AN IRON STAKE; THENCE RUNNING SOUTH 75 DEGREES 30 MINUTES WEST 1528.88 FEET TO AN IRON STAKE IN THE EAST SIDE OF SAID HIGHWAY; THENCE RUNNING NORTH 15 DEGREES 15 MINUTES WEST 185 FEET TO THE PLACE OF BEGINNING AND BEING KNOWN AND DESIGNATED AS LOT NUMBER 4 ON THE MAP OF J. WAYNE GRIFFIN PROPERTY AS RECORDED IN PLAT BOOK 7 PAGE 96 IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA.
LESS AND EXCEPT that certain portion of property previously conveyed from Graham Otis Joyce and his wife, Tena Joyce to Wilson Brothers Lumber Company, a North Carolina Corporation, by a Deed dated 03/10/1958 and recorded on 03/13/1958 in Book 759 at Page 188 of the Forsyth County Public Registry and being more particularly described by metes and bounds as follows:

Lying and being in Bethania Township, Forsyth County, North Carolina, and BEGINNING at an iron stake on the east side of the Winston-Salem - Rural Hall Road, U. S. Highway No. 52 (N. C. Highway No. 66), said stake being at the southwest corner of Lot No. 3 on the hereinafter mentioned map, and running thence along the south line of Lot No. 3 North 75° 30' East 1426.92 feet to an iron stake; thence running South

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54° 30' East 58.08 feet to an iron stake; thence running North 80° East 99 feet to an iron stake; thence running South 2° 45' West 112.2 feet to an iron stake; thence running South 75° 30' West 1229.88 feet to an iron stake in the south line of Lot No. 4, a new corner; thence on a new line North 14° 44' West 90 feet to an iron stake; thence on another new line South 75° 26' West 300 feet to an iron stake on the east side of U. S. Highway No. 52; thence along the east side of U. S. Highway No. 52 North 14° 44' West 75 feet to an iron stake, the place of BEGINNING. The same being a part of Lot No. 4, on map of J. Wayne Griffin Estate, as recorded in Plat Book 7 Page 96, in the Office of the Register of Deeds of Forsyth County, North Carolina. This being a part of the property conveyed to Graham Otis Joyce and wife in Deed Book 563 Page 385.

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

Said property is commonly known as 7295 Broad Street, 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 All Lawful Heirs of Graham Otis Joyce.

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.: 16-13781-FC02

April 25, May 2, 2019

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NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Ruth Fulp Kallam, (also known as Ruth F. Kallam) 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 25, 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 22nd day of April, 2019

Denny Gray Kallam
Executor for the Estate of
Ruth Fulp Kallam

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 25, May 2, 9, 16, 2019

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