

Kernersville News

Legal Notices

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Tuesday News, May 14, 2019

LEGALS

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Connie H. Myers, also known as Connie H. Taylor, Connie J. Myers, Connie Jean Hodges and Connie Hodges Taylor, 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 109 East Mountain Street, Suite D, Kernersville, N.C., 27284, on or before the 24th 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.

Eric S. Taylor, Executor
Estate of Connie H. Myers

Joseph D. Orenstein
Attorney at Law
Coltrane Grubbs Orenstein, PLLC
109 East Mountain Street
Suite D
P.O. Box 1062
Kernersville, NC 27285-1062

April 23, 30, May 7, 14, 2019

NORTH CAROLINA

FORSYTH COUNTY

PUBLIC ADMINISTRATOR'S NOTICE

Having qualified as Executor of the Estate of Franklin Eugene Cromer, also known as Franklin E. Cromer and Frank E. Cromer, 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 August 2, 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 30th day of April, 2019.

Linda Cromer Fulk
620 Bethania Rural Hall Road
Rural Hall, NC 27045

April 30, May 7, 14, 21, 2019

NORTH CAROLINA

FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Gilmer Conrad Redmond, also known as Gilmer C. Redmond, 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 August 2, 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 30th day of April, 2019.

David Andrew Redmond
4515 Zachary Street
Winston-Salem, NC 27107

April 30, May 7, 14, 21, 2019

North Carolina

Forsyth County

Having qualified as Co-Administrators of the Estate of Larry Richard Spease, late of Forsyth County, North Carolina, the undersigned does hereby notify all parties having claims against said estate to exhibit them to our attorney at 426 Old Salem Road, Winston-Salem, North Carolina, 27101, on or before July 31, 2019 or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment.

This the 30th day of April, 2019

Brian Spease,
William Spease
Co-Administrators for the Estate
of Larry Richard Spease

Elliot Morgan Parsonage, PLLC

April 30, May 7, 14, 21, 2019.

North Carolina

Forsyth County

Having qualified as Administrator of the Estate of James Hart Isley, late of Forsyth County, North Carolina, the undersigned does hereby notify all parties having claims against said estate to exhibit them to my attorney at 426 Old Salem Road, Winston-Salem, North Carolina, 27101, on or before July 31, 2019 or this notice will be pleaded in bar of their recovery. All parties indebted to said estate will please make immediate payment.

This the 30th day of April, 2019

Cameron James Isley
Administrator for the Estate of James Hart Isley

Elliot Morgan Parsonage, PLLC

April 30, May 7, 14, 21, 2019

NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Thomas P. Trolling and Kay Trolling a/k/a Kay H. Trolling to Trste, Inc., Trustee(s), which was dated November 28, 2006 and recorded on December 29, 2006 in Book RE 2720 at Page 1453 and rerecorded/modified/corrected on January 7, 2019 in Book RE 3441, Page 1543, 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 21, 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 No. 22 as shown on the unrecorded plat of Castleshire Woods, owned by and developed by Winston Lake Investment Corp., and surveyed and platted by Daniel W. Donathan, Registered Land Surveyor, T/A United, Ltd., and being more particularly described as follows:

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BEGINNING at an iron stake lying in the west right of way line of Parrish Road, said iron stake being also located in the south right of way line of Lancelot Drive; and running thence with the west right of way line of Parrish Road South 6° 47' West 120 feet to an iron stake; running thence North 83° 13' West 190 feet to an iron stake; running thence North 6° 47' East 120 feet to an iron stake lying in the south right of way line of Lancelot Drive; and running thence with the south right of way line of Lancelot Drive South 83° 13' East 190 feet to an iron stake, the point and place of BEGINNING.

Commonly known as: 3620 Chelmsford Drive, Winston Salem, NC 27105

Parcel ID: 6846-75-5120.00

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

Said property is commonly known as 3620 Chelmsford Drive, Winston Salem, NC 27105.

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

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

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

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

Trustee Services of Carolina, LLC
Substitute Trustee
Brook & 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.: 17-02955-FC01

May 7, 14, 2019

NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Stewart Lee Isom, (also known as Stewart L. Isom) 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 August 7, 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 3rd day of May, 2019

Jerry Lee Isom
Executor for the Estate of
Stewart Lee Isom

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

May 7, 14, 21, 28, 2019

NOTICE TO CREDITORS

Having qualified as Executor for the Estate of James Walter Ferree, Sr., (also known as James W. Ferree; James W. Ferree, Sr.; James Ferree, Sr.; James Ferree) 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 August 7, 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 3rd day of May, 2019

James Walter Ferree, Jr.
Executor for the Estate of
James Walter Ferree, Sr.

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

May 7, 14, 21, 28, 2019

NORTH CAROLINA

FORSYTH COUNTY

EXECUTOR'S NOTICE

Having qualified as Executor, of the Estate of Kent Norman, a/k/a Kent Eugene Norman, 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 August 21, 2019, or this Notice will be pleaded in bar of their right to recover against the estate of said deceased. All persons indebted to said estate will please make immediate payment.

This the 14th day of May, 2019.

Bryan C. Thompson
Executor, of the Estate of
Kent Norman, a/k/a Kent Eugene Norman
SURRETT THOMPSON & CEBERIO, PLLC
210 S. Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

May 14, 21, 28, June 4, 2019

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19 SP 362

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 Sharon C. Reid to William R. Echols, Trustee(s), which was dated December 30, 2016 and recorded on January 5, 2017 in Book 3326 at Page 4437, 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 21, 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 described property:

SITUATED IN THE VIENNA TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, DESCRIBED AS FOLLOWS:

THOSE CERTAIN PREMISES COMPRISING A PORTION OF MILL POND AT BROOKS LANDING CONDOMINIUMS, SAID CONDOMINIUMS HAVING BEEN ESTABLISHED UNDER CHAPTER 47C OF THE NORTH CAROLINA GENERAL STATUTES (NORTH CAROLINA CONDOMINIUM ACT) AND THE DECLARATION OF CONDOMINIUM DATED JANUARY 8, 1999, AND RECORDED JANUARY 20, 1999, IN BOOK 2046, PAGE 3073, AND RECORDED FEBRUARY 24, 1999, IN BOOK 2052, PAGE 3475 (BUILDING NO. 6); AS AMENDED BY AMENDMENT TO DECLARATION OF CONDOMINIUM DATED MARCH 2, 1999, AND RECORDED MARCH 11, 1999, IN BOOK 2056, PAGE 292, (BUILDING NO.1); BY AMENDMENT TO DECLARATION OF CONDOMINIUM DATED MAY 11, 1999, AND RECORDED MAY 24, 1999, IN BOOK 2069, PAGE 361 (BUILDING NO.5); AND BY AMENDMENT TO DECLARATION OF CONDOMINIUM DATED JUNE 8, 1999, AND RECORDED JULY 8, 1999, IN BOOK 2076, PAGE 1833 (BUILDING NO.2); ALL IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA (THE "DECLARATION"), THE PREMISES HEREBY CONVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. UNIT NO. 224, IN BUILDING NO.2, PHASE 2, MAP 1, OF MILL POND AT BROOKS LANDING CONDOMINIUMS (THE "UNIT"), AS DESCRIBED IN THE DECLARATION AND AS SHOWN ON THE PLAN OF CONDOMINIUM WHICH IS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 68-69, OF THE FORSYTH COUNTY REGISTRY; AND RERECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 76-77, OF THE FORSYTH COUNTY REGISTRY.

2. UNITS ALLOCATED INTEREST IN ALL COMMON ELEMENTS OF THE CONDOMINIUM, INCLUDING THE BUILDINGS AND THE IMPROVEMENTS ON THE LAND DESCRIBED IN THE DECLARATION AND AS SHOWN ON THE PLAN OF CONDOMINIUM FOR BUILDING NO. 6, MAP 1, RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 55-57; AS SHOWN ON THE PLAN OF CONDOMINIUM FOR BUILDING NO.1, PHASE 1, MAP 2, RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 60 - 61; AS SHOWN ON THE PLAN OF CONDOMINIUM FOR BUILDING NO.5, PHASE 1, MAP 3, RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 66-67; AND AS SHOWN ON THE PLAN OF CONDOMINIUM FOR BUILDING NO.2, PHASE 2, MAP 1, RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 68-69; ALL IN THE FORSYTH COUNTY REGISTRY;

TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID PROPERTY AND THE RIGHT TO USE, FOR ALL PURPOSES, IN COMMON WITH THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, AND ALL OTHER OCCUPANTS FROM TIME TO TIME, ANY AND ALL PORTIONS OF MILL POND AT BROOKS LANDING CONDOMINIUMS DESIGNATED BY THE DECLARATION AS "COMMON ELEMENTS."

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

Said property is commonly known as 224 Mill Pond Drive, 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 Sharon C. Reid.

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

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

Trustee Services of Carolina, LLC
Substitute Trustee
Brook & 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.: 18-23497-FC01

May 7, 14, 2019

PERSONAL REPRESENTATIVE'S NOTICE

Having qualified as Personal Representative of the Estate of Leroy Davis deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said deceased, to exhibit them to the undersigned as 514 S. Stratford Road, Ste 333, Winston Salem, NC 27103, on or before the 9th day of August, 2019, or

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this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This the 7th day of May, 2019.

Tammie Davis, Personal Representative
of the Estate of Leroy Davis

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

May 7, 14, 21, 28, 2019

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
19 CVS 1616

The Bank of New York Mellon f/k/a The Bank of New York as successor in interest to JPMorgan Chase Bank, National Association, as Trustee for C-BASS Mortgage Loan Asset-Backed Certificates, Series 2002-CBS Plaintiff,

v.

All Lawful Heirs of Philanda D. Galloway; Philanda D. Galloway, II, Heir of Philanda D. Galloway; Beneficial Mortgage Co. of North Carolina; Trustee Services of Carolina, LLC
Defendant(s).

To: Philanda D. Galloway, II, Heir of Philanda D. Galloway

Take notice that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is as follows:

- The Court declare the Deed of Trust dated October 15, 1998 and recorded on October 20, 1998 in Book 2030 at Page 2426 a valid first lien on the Property as drawn.
- Plaintiff's valid, first position lien or trust on the Property be foreclosed by judicial sale pursuant to the provisions of N.C.G.S. § 1-339.1, et seq., by Jeremy B. Wilkins as Commissioner especially appointed by the Court to serve without bond, with proceeds of the sale applied as follows:

To the cost of this action;
To the compensation allowed by the Court for a person holding the sale pursuant to the N.C.G.S. § 1-339.11;
To the amount due to the Plaintiff under the Loan, Note and Deed of Trust, including reasonable attorney's fees and costs provided therein; and
The surplus, if any, to be paid to the Office of the Clerk of Superior Court pending a determination of those persons entitled thereto.

3. That the Property shall be sold at a public sale to the highest bidder.

4. In the alternative, that the Court declares Borrowers/ Mortgagors hold the Property described herein subject to a constructive trust and equitable lien to the benefit of the Plaintiff, consistent in all regards with the terms and conditions of the Deed of Trust.

5. That the Court's Order, shall be duly recorded in the County Register of Deeds, and indexed according to those parties named in said Deed of Trust to establish record notice of this proceeding in the chain of title to the Property.

6. That upon final sale, confirmation of sale and conveyance of the Property, the underlying obligation secured by the Loan, Note and Deed of Trust shall be satisfied.

7. For such other and further relief as the Court deems just and proper.

You are required to make defense to such pleading not later than **June 24, 2019** and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This, the 8th day of May, 2019.

BROCK & SCOTT, PLLC

Thomas E. McDonald,
NC Bar #40498
Attorney for Plaintiff
PO Box 3004
Wilmington, NC 28406
Phone: 910-392-4988 x 4080

May 14, 21, 28, 2019

PUBLIC NOTICE

On May 13, 2019, the proposed Budget for the Fiscal Year 2019-2020 for the Town of Kernersville, NC has been distributed to the Board of Aldermen and has been made available for public inspection in the Town Hall at the Town Clerk's Office weekdays from 8:00 AM to 5:00 PM. A copy is also available for inspection at the Paddison Memorial Library during regular library hours. (Inquire at the Library Desk.)

The Board of Aldermen will hold a Public Hearing on June 4, 2019, at 7:00 PM on the proposed Fiscal Year 2019-2020 Budget at Kernersville Municipal Council Chambers at Town Hall, located at 134 E. Mountain Street in Kernersville.

The Town of Kernersville holds all public meetings in accessible rooms. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting should call 336-992-0404 (voice) or 336-993-0196 (TDD) at least 48 hours before the scheduled meeting.

Keith Hooker
Town Clerk

May 14, 2019