

Kernersville News

Legal Notices

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Kernersville News, Thursday, May 16, 2019

LEGALS

**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

**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 Chonique Franklin
1904 Yellow Daisy Dr.
Matthews, NC 28104

April 25, May 2, 9, 16, 2019

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

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Virginia Rodwell Warren, also known as Lydia Virginia Rodwell Warren, 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 4, 2019, or this notice will be pleaded in bar of their recovery.

All parties indebted to said estate will please make immediate payment to the undersigned.

This the 2nd day of May, 2019.

Dwight Randolph Warren, Jr.
614 Scotland Avenue
Rockingham, NC 28379

May 2, 9, 16, 23, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

PUBLIC ADMINISTRATOR'S NOTICE

Having qualified as Public Administrator of the Estate of Steven Lewis Spencer, 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 9, 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 2nd day of May, 2019.

Bryan C. Thompson
Public Administrator, of the Estate of
Steven Lewis Spencer
SURRETT THOMPSON & CEBERIO, PLLC
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

May 2, 9, 16, 23, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Janice Brown, 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 9, 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 2nd day of May, 2019.

Everett Dula
Executor of the Estate of
Janice Brown, deceased
c/o Bryan C. Thompson, Esq.
SURRETT THOMPSON & CEBERIO, PLLC
Attorney for Executor
210 South Cherry Street
Winston-Salem, NC 27101
(336) 725-8323

May 2, 9, 16, 23, 2019

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Robin R. Creager, also known as Robin Roberta Creager, 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 11, 2019, or this notice will be pleaded in bar of their recovery.

LEGALS

All parties indebted to said estate will please make immediate payment to the undersigned.

This the 9th day of May, 2019.

Jodi Creager Marion
301 Alice Court
Winston-Salem, NC 27127

May 9, 16, 23, 30, 2019

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

North Carolina
Forsyth County

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE 19SP23

The Birding Shop, Ltd, PETITIONER
v.
Patricia Crisp Mabe et al, Respondents

TO:
The Heirs, assigns and devisees of Patricia Crisp Mabe and spouse, if any, or any other person or entity claiming thereunder
And
The Heirs, assigns and devisees of Tina Mae Crisp and spouse, if any, or any other person or entity claiming thereunder.

A pleading seeking relief against you has been filed in the above-entitled action and notice of service of process by publication begins on May 2, 2019. The nature of the relief being sought is as follows: petition for excess funds of the foreclosure sale by a prior lien holder to be applied to the debt owed to the Petitioner in this action.

You are required to make defense to such pleading not later than 40 days after the date of the first publication of notice stated above, exclusive of such date, being 40 days after May 2, 2019 or by June 11, 2019 and upon your failure to do so, the party seeking service of process by publication will apply to the Court for relief sought.

This the 29th day of April, 2019.

Jack A. Kaplan
Attorney for Petitioner
1810Westchester Dr.
High Point, NC 27262
(336) 462-6145

May 2, 9, 16, 2019

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of William Carson Melton, also known as William C. Melton, Carson Melton, William Melton, 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 2nd day of August, 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 2nd day of May, 2019.

Stephen Dale Melton, Executor
Of the Estate of William Carson Melton

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

May 2, 9, 16 and 23, 2019

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having heretofore qualified as Administrator of the Estate of Joseph P. Young, also known as Joe Young, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 4th day of August, 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.

This 2nd day of May, 2019.

Denyse Young, Administrator
c/o R. Kenneth Babb, Attorney
315 N. Spruce Street, Suite 250
Winston-Salem, NC 27101

May 2, 9, 16, 23, 2019

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having heretofore qualified as Executor of the Estate of Glenda Dayle Kirby, also known as Glenda Kirby and Glenda D. Kirby, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 4th day of August, 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.

This 2nd day of May, 2019.

Harrell Gregory Kirby, Executor
c/o R. Kenneth Babb, Attorney
315 N. Spruce Street, Suite 250
Winston-Salem, NC 27101

May 2, 9, 16, 23, 2019

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP347

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY EZEKIEL PATTEN JR. DATED APRIL 27, 2004 AND RECORDED IN BOOK RE 2467 AT PAGE 2324 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 23, 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 NUMBERS 151, 152, 153, AND 154 AS SHOWN ON THE MAP OF BENTHANIA HEIGHTS RECORDED IN PLAT BOOK 9 AT PAGE 107 AND 108 IN THE OFFICE OF THE REGISTER

LEGALS

OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA; TO WHICH MAP REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

And Being more commonly known as: **5419 Winona St, Winston Salem, NC 27106**

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

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 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 mortgagee 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 22, 2019.

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

16-081927
May 9, 16, 2019

NOTICE TO CREDITORS

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19sp409

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY THOMAS JOHN KISER, JR. DATED JUNE 27, 2016 AND RECORDED IN BOOK RE 3295 AT PAGE 766 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 23, 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 42 of Stoney Point, as shown on the plat recorded in Plat Book 38, Pages 135-36, in the Office of the Register of Deeds of Forsyth County, North Carolina.

And Being more commonly known as: **210 Covens End Ct, Belews Creek, NC 27009**

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

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 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 mortgagee 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 record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Thomas John Kiser, Jr.

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and 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 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 mortgagee 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 record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Frank Taylor, Jr.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and 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 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 mortgagee 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 record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Frank Taylor, Jr.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and 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 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 mortgagee 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 record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Frank Taylor, Jr.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and 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 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 mortgagee 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 record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Frank Taylor, Jr.

LEGALS

Thompson, aka Tiffney Ann Thompson Thurston, late of Forsyth County, N. C., does hereby notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before August 11, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

This the 1st day of May, 2019.

Cynthia Ann Morton
Administrator
c/o Darren A. McDonough
Ivey, McClellan, Gatten & Siegmund
P. O. Box 3324
Greensboro, NC 27402

May 9, 16, 23, 30, 2019

CREDITOR NOTICE

The undersigned, having qualified as Administrator of the Estate of Joseph Blaine Teague, aka Joseph B. Teague, 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 9th day of August, 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 is the 9th day of May, 2019.

Andrea Elizabeth Teague Smith,
Administrator of the Estate of
Joseph Blaine Teague
1001 West Fourth Street
Winston-Salem, North Carolina 27101

Marcus L. Moxley, Esquire
EDWARDS CRAVER VEACH PLLC
1001 West Fourth Street
Winston-Salem, North Carolina 27101
Telephone No. (336) 607-7384

May 9, 16, 23, 30, 2019

NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of Elizabeth R. Ervin, (a/k/a Elizabeth Ervin and Elizabeth Rivera Ervin), 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 Dawn E. Dickenson, Executor, c/o William E. Rabil, Jr., Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winston-Salem, North Carolina, 27104, on or before the 11th day of August, 2019, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 9th day of May, 2019.

William E. Rabil, Jr.
Attorney for the Estate
Wood & Rabil, L.L.P.
3600 Country Club Road,
Suite 100
Winston-Salem, NC 27104
(336) 722-5700

May 9, 16, 23, 30, 2019

NOTICE TO CREDITORS

LEGALS

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 Mortgagee, 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 mortgagee 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 29, 2019.

Satterfield Legal, PLLC
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/

16-084486

May 16, 23, 2019

NOTICE TO CREDITORS

NORTH CAROLINA

FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of John P. Logan, also known as John Paul Logan, Jr., 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 16th day of August, 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 13th day of May, 2019.

Maureen Hueglin Logan, Executor
Estate of John P. Logan

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

May 16, 23, 30, and June 6, 2019

**SECOND NOTICE OF FORECLOSURE SALE
FORSYTH COUNTY
18 SP 885**

Under and by virtue of the power of sale contained in that certain deed of trust executed by LINDA E. WALSH dated August 31, 2011, to BB&T COLLATERAL SERVICE CORPORATION, Trustee for BRANCH BANKING AND TRUST COMPANY, recorded in Book 3019, Page 2969, 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:

Situated in the Township of Winston, County of Forsyth and State of North Carolina:

Being known and designated as Lot 41, as shown on the map of Heather Hills, Section 20F as recorded in Plat Book 28, Page 154, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which map reference is hereby made for a more particular description.

Together with all rights to use the common area as shown on Plat recorded in Plat Book 28, Page 154, and easements appurtenant to said lot as specifically enumerated in the declaration of covenants, conditions and restrictions issued by Heather Hills Executive Golf Village, Inc., and recorded in Book 1158, Page 101 and supplemental thereto recorded in Book 1398, Page 1826 in the Office of the Register of Deeds of Forsyth County, North Carolina; and membership in Heather Hills Home Owners Association.

Being all of that certain property conveyed to Linda E. Walsh, single from Carolina Custom Development, Inc. By deed dated 08/30/83 and recorded 08/31/83 in Book 1410, Page 1544 in the land records of Forsyth County, North Carolina.

PPN: 6813 89 7582.00

PROPERTY ADDRESS/LOCATION: 3582 Heathrow Dr. Winston Salem NC 27127

DATE OF SALE: May 28, 2019

TIME OF SALE: 10:30 AM.

LOCATION OF SALE: FORSYTH County Courthouse

RECORD OWNER(S): BETTY WALSH WALL and HEIRS OF RICHARD FRANKLIN WALSH

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 mortgagee 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 Mortgagee, the Mortgagee's attorney, or the Substitute Trustee.

This the 30th day of April, 2019.

SMITH DEBNAM NARRON DRAKE
SAINTSING & MYERS, L.L.P.
Jeff D. Rogers, Substitute Trustee
P. O. Box 176010
Raleigh, NC 27619 6090
(919) 250 2000
Fax: (919)250 2211

***This communication is from a debt collector. The

LEGALS

purpose of this communication is to collect a debt.

May 16, 23, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
18SP1477**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ALICE R. GOODMAN DATED AUGUST 9, 2010 AND RECORDED IN BOOK RE 2962 AT PAGE 556 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 30, 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 LOCATED IN THE WEST RIGHT OF WAY LINE OF OLIVET CHURCH ROAD, SAID IRON STAKE BEING LOCATED SOUTH 21° 47' 50" EAST 280.58 FEET FROM THE SOUTHWEST INTERSECTION OF THE RIGHT OF WAY LINES OF OLIVET CHURCH ROAD AND OLD U.S. HIGHWAY 421; RUNNING THENCE FROM SAID BEGINNING POINT WITH THE WEST RIGHT OF WAY LINE OF OLIVET CHURCH ROAD, SOUTH 21° 47' 50" EAST 209.5 FEET TO AN IRON STAKE; RUNNING THENCE NORTH 83° 33' 34" WEST 219.62 FEET TO AN IRON STAKE; RUNNING THENCE NORTH 17° 23' 15" WEST 105.90 FEET TO AN IRON STAKE; RUNNING THENCE NORTH 68° 12' 10" EAST 185.34 FEET TO THE POINT AND PLACE OF BEGINNING. ALSO BEING A PART OF LOT 39H, BLOCK 4611, VIENNA TOWNSHIP AS SHOWN ON THE FORSYTH COUNTY TAX MAPS, AND BEING PART OF THE PROPERTY CONVEYED TO JESSE W. PARDUE AND WIFE BY DEED RECORDED IN BOOK 711, PAGE 303.

And Being more commonly known as: **2570 Olivet Church Rd, Winston Salem, NC 27106**

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

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 Mortgagee, 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 mortgagee 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 26, 2019.

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

18-102578

May 16, 23, 2019

**PUBLIC NOTICE
SALE OF TOWN PROPERTY**

An offer of \$10.00 per cart not to exceed more than \$5,000.00 for the lot has been submitted for the purchase of certain property owned by the Town of Kernersville, more particularly described as follows:

Lot of Existing 95-gallon recycling carts located at small businesses served by the Town

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Purchasing and Budget Administrator located in the Finance Department at Town Hall, 134 East Mountain Street, Kernersville, NC 27284 by 5:00 PM, on Tuesday, May 28, 2019. At that time the Purchasing and Budget Administrator shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$11.00 per cart not to exceed \$5,300.00 for the lot. Recycling carts are being sold as a lot rather than individually. A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The Town will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

The Board of Aldermen must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Further information may be obtained at the office of Purchasing and Budget Administrator in the Finance Department at Town Hall, 134 East Mountain Street, Kernersville, NC 27284, or at telephone 336-992-5452 during normal business hours.

May 16, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP311**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JEFFREY LEE STAFFORD AND DENA W. STAFFORD DATED JULY 20, 2001 AND RECORDED IN BOOK 2189 AT PAGE 3668 AND MODIFIED BY AGREEMENT RECORDED OCTOBER 28, 2013 IN BOOK 3152, PAGE 2760 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 30, 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 No. 71 of Woodlake Acres, Section I, as recorded in Plat Book 31, Page 195, in the Office of the Register of Deeds of Forsyth

LEGALS

County, North Carolina, to which reference is hereby made for a more particular description.

And Being more commonly known as: **4044 Sundance Dr, Walnut Cove, NC 271052**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Jeffrey Lee Stafford and Dena W. Stafford.

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 Mortgagee, 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 mortgagee 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 May 9, 2019.

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

19-104529

May 16, 23, 2019

SUBSTITUTE TRUSTEE'S AMENDED NOTICE OF SALE OF REAL PROPERTY THIS ACTION BROUGHT PURSUANT TO THE POWER AND AUTHORITY

contained within that certain Deed of Trust executed and delivered by Howard M. Willis and Wanda Luck dated September 3, 2015 and recorded on September 9, 2015 in Book RE 3249 at Page 2144 in the Office of Register of Deeds of Forsyth County, North Carolina. As a result of a default in the obligations contained within the Promissory Note and Deed of Trust and the failure to carry out and perform the stipulation and agreements contained therein, the holder of the indebtedness secured by said Deed of Trust made demand to have the default cured, which was not met. Therefore, the undersigned Substitute Trustee will place for sale that parcel of land, including improvements thereon, situated, lying and being in the City of Winston Salem, County of Forsyth, State of North Carolina, and being more particularly described in the heretofore referenced Deed of trust. Said sale will be a public auction to the highest bidder for cash, at the usual place of sale at the Forsyth County Courthouse, Winston-Salem, North Carolina, on May 28, 2019 at 11:00 AM Address of Property: 1877 Stonewood Dr., Winston Salem, NC 27103 Tax Parcel ID: 6814-94-3698 Present Record Owners: Howard M. Willis The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. The successful bidder will be required to pay revenue stamps on the Trustee's Deed, any Land Transfer Tax, and costs for recording the Trustee's Deed. The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, special assessments, and other encumbrances. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids, as by law required. The sale will not conform until there have been ten (10) consecutive days with no upset bids having been filed. If for any reason the Trustee is unable to convey title to this property, or if the sale is set aside, the sole remedy of the purchaser is the return of the bid deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the bid deposit. In either event, the purchaser will have no further recourse against the Mortgagee, the Mortgagee's attorney, or the Trustee. Additional Notice Required for Residential Real Property with Less Than Fifteen (15) Rental Units: 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 mortgagee has not cured the default at the time the tenant provides the notice of 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 Substitute 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.

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, special assessments, land transfer taxes, if any, and encumbrances of record. **To the best of the knowledge and belief of the undersigned, the current owner of the property is Michael S. Goins.**

PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to North Carolina General Statutes §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 mortgagee has not cured the default at the time the tenant provides the notice of termination (North Carolina General Statutes §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 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 Substitute 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.

Stone Trustee Services, LLC
Substitute Trustee
Attorney at Law
Stern & Eisenberg Southern, PC
Attorneys for Stone Trustee Services, LLC
David R. DiMatteo #35254
Christopher J. Culp #13466
5970 Fairview Road Suite 126
Charlotte, NC 28210
(704) 879-2777
(803) 929-0830

May 16, 23, 2019

**IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP421**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BOBBY W. WOOD DATED MARCH 31, 2009 AND RECORDED IN BOOK 2882 AT PAGE 3597 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 30, 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:

The following described property:

In the City of Tobaccoville, Old Richmond Township, Forsyth County, North Carolina and more particularly described as follows:

Beginning at a rebar located in the East right of way of Ridge road (SR 1619), said point being the northwest corner of Michael E. Hicks and wife, Opal F. Hicks property (Deed Book 1635, Page 3100), then from said beginning point with the North line of Rebar, running 84 degrees 00' 26" East 322.23 feet to a rebar, running thence with Randy L. Hauser and wife, Gina H. Hauser's property described in Deed Book 1616, Page 3444, Forsyth County Registry North 13 degrees 05' 44" East 100.25 feet to an iron, North 75 degrees 55' 04" East 37.93 feet to an iron rod at the base of a double black oak; thence North 15 degrees 33' 31" West 130.38 feet to an iron and thence North 56 degrees 01' 35" West

LEGALS

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 mortgagee 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. Goddard and Peterson, PLLC, Substitute Trustee By: Daniel Dziuban Goddard and Peterson, PLLC Daniel Dziuban, Attorney N.C. Bar Number 50101 3803-B Computer Drive Suite 103 Raleigh, NC 27609 T: 919-755-3400 A-FN4692290 05/16/2019, 05/23/2019

**NOTICE OF FORECLOSURE SALE
NORTH CAROLINA, FORSYTH COUNTY
19-SP-389**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Michael S. Goins , in the original amount of \$125,700.00, payable to "MERS" Mortgage Electronic Registration Systems Inc. As Nominee for Quicken Loans Inc. , dated December 29, 2006 and recorded on January 26, 2007 in Book RE2725 at Page 3378, Forsyth County Public Registry, North Carolina.

Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Stone Trustee Services, LLC having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Forsyth County, North Carolina, on **May 29, 2019 at 2:00 pm** , and will sell to the highest bidder for cash the following described property, to wit:

Land situated in the Township of Old Richmond in the County of Forsyth in the State of NC

Beginning at a P.K. nail 1.2 feet East of the centerline of the Vienna Dozier Road (S.R. 1465) in Paul L. Davis' North line; thence from said beginning point along Davis' North line North 87 degrees 34 minutes 00 seconds East 525.00 feet to an iron stake; thence North 05 degrees 32 minutes 02 seconds West 291.97 feet to an iron stake in the B.B. Doub 's South line; thence with Doub 's South Line South 72 degrees 15 minutes 00 seconds West 537.00 feet to an iron stake in the center of Vienna Dozier Road; thence wit the center of said Road South 05 degrees 46 minutes 00 seconds East 149.95 feet to a P.K. Nail, the point of beginning.

Commonly known as: 3805 Vienna Dozier Rd, Pfafftown, NC 27040

Tax ID: 4602-002A

Said Property is commonly known as 3805 Vienna Dozier Rd, Pfafftown, NC 27040

Third party purchasers must pay the excise tax, pursuant North Carolina General Statutes §105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to North Carolina General Statutes §7A-308, in the amount of Forty-five Cents (0.45) per each One Hundred Dollars (\$100.00) or major fraction thereof, of the final sale price. If the Clerk of Court's fee determined by the formula is less than Ten Dollars (\$10.00), a minimum Ten Dollar (\$10.00) fee will be collected. If the Clerk of Court's fee determined by the formula is more than Five Hundred Dollars (\$500.00), a maximum Five Hundred Dollar (\$500.00) fee will be collected. A deposit of five percent (5%) of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

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, special assessments, land transfer taxes, if any, and encumbrances of record. **To the best of the knowledge and belief of the undersigned, the current owner of the property is Michael S. Goins.**

PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to North Carolina General Statutes §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 mortgagee has not cured the default at the time the tenant provides the notice of termination (North Carolina General Statutes §45-21.16A(b)(2)). Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement pror

in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 14th day of May, 2019.

Brenda N. Livengood, Executrix
of the Estate of Agnes Lee Adams Naylor
c/o D. Blake Yokley, Attorney
230 Town Run Lane
Winston-Salem, NC 27101

May 16, 23, 30, June 6, 2019

• • • •
IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP420

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KERRMITT L. WILLIAMS AND KENYA WILLIAMS DATED SEPTEMBER 14, 2005 AND RECORDED IN BOOK 2604 AT PAGE 1164 AND MODIFIED BY AGREEMENT RECORDED AUGUST 3, 2018 IN BOOK 3418, PAGE 2122 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 30, 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 property situated in the county of FORSYTH, and State of NORTH CAROLINA, being described as follows:

Being all of Lot No. 59 as shown on a recorded plat entitled "St. Andrews Place, Section 2", as developed by The New Fortis Corporation, said map being drawn by Borum, Wade and Associates, P.A., said plat being recorded in Plat Book 41, Page 11, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more complete description.

The above property is subject to the restrictive covenants as recorded in Deed Book 2057, Page 1570, in the Office of the Register of Deeds of Forsyth County, North Carolina.

And Being more commonly known as: **5450 Angel Oaks Dr, Winston Salem, NC 27105**

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

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 May 9, 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/>

11-019264

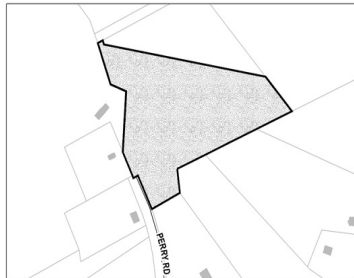
May 16, 23, 2019

• • • • Notice of Public Hearing

The Kernersville Board of Aldermen will hold a Public Hearing on Tuesday, June 4, 2019 at 7:00 PM in the Kernersville Municipal Chambers to hear the following:

REZONING:

Eddie Walsh, Agent for Others for property located in the 200 Block of Perry Road, being all of PIN(s) 6877-72-1151 and 6877-72-0386 containing 10.49 +/- acres. **Petitioner requests a Single Phase Special Use District Rezoning** from GI-S (General Industrial-Special Use District) to GI-S (General Industrial-Special Use District). *Requested Use(s): Terminal, Freight; and Offices, Miscellaneous.*
Zoning Docket K-774



[The Town of Kernersville holds public meetings in accessible rooms. Any individual with a disability who needs an interpreter or other auxiliary aids or services for this meeting should contact the Town Clerk at 336-992-0404 (voice) or 336-993-0192 (TD) at least 48 hours prior to the date of the meeting.]

Keith Hooker,
Town Clerk

May 16, 21, 2019

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NOTICE OF TIME AND PLACE FOR PUBLIC HEARING ON ANNEXATION OF AN 2.410 ACRE TRACT KNOWN AS KV66 PARTNERS PROPERTY LOCATED AT 1612 HIGHWAY 66 SOUTH UPON PETITION OF KV66 PARTNERS, LLC

WHEREAS, the Board of Aldermen of the Town of Kernersville was petitioned on the 16th day of April, 2019, to consider the annexation of certain property consisting of approximately 2.410 acres, more or less, presently known as KV66 Partners property located at 1612 Highway 66 South, as more fully described on Exhibits A and B, which were incorporated within a Resolution adopted by the Board of Aldermen on the 7th day of May, 2019, to consider such Annexation, and which property is furthermore set out on Exhibits A and B attached to this Notice, and which property is contiguous to the present municipal boundary of the Town of Kernersville, and

WHEREAS, the Town Clerk has certified to the Board of Aldermen as to the sufficiency of said Petition; and

WHEREAS, it is now necessary to set a time and place for a Public Hearing on the matter of Annexation of said property and to publish Notice thereof; and

WHEREAS, the Board of Aldermen on the 7th day of May, 2019, Resolved to give such Notice and did set a time and place for Public Hearing of the matter;

NOW, THEREFORE, TAKE NOTICE:

That a Public Hearing on the question of Annexation of the herein set forth property by the Town of Kernersville, being more particularly described in the attached Exhibits A and B, is hereby set at 7:00 p.m. in the Kernersville Council Chambers/District Courtroom, Town Hall, Kernersville, Forsyth County, North Carolina, on the 4th day of June, 2019.

This the 7th day of May, 2019.

Keith Hooker, Town Clerk

May 16, 2019

BOOK 2635 PAGE 3126 EXHIBIT A

KV66 Partners, LLC
0.817 acres along Highway 66 South
1604 Highway 66 South

Property Description:

BEGINNING at a right of way disk marking the northeast corner of the within described property, said disk also lying South 10° 53' 51" West 988.59 feet (ground) [988.48 feet (grid)] from the NCGS "Forty" marker (NAD 83; N 8516313.4247; E 1685720.6541; CSF-.999931837); then from said beginning point along the west right of way line of NC Highway 66,

South 03° 57' 21" East 94.31 feet to a rebar (set) marking the southeast corner of the within described property; thence North 86° 53' 34" West 385.83 feet to an iron pipe (found) marking the southwest corner of the within described property and also being along the east right of way line of Cedar Knoll Drive; thence North 05° 33' 48" East 94.77 feet to an iron pipe (found) marking the northwest corner of the within described property; thence South 86° 43' 31" East 370.18 feet to the right of way disk marking the point and place of BEGINNING and containing 0.817 acres, more or less. This description is in accordance with a survey prepared by Scott Land Surveying, Inc. (Stewart W. Scott, PLS) entitled "Survey For KV66 Partners, LLC" dated December 30, 2005 and being designated as Job No. 05-11-07/1604 Hwy 66.DWG.

The above described property is the same as that described in Deed Book 1004, Page 339, Forsyth County Registry save and except that property conveyed to the Department of Transportation by deed recorded in Book 1490, Page 1602, Forsyth County Registry and is further known and designated as Tax Lot 19B in Block 5643 on the Forsyth County Tax Maps.

BOOK 2635 PAGE 3129 EXHIBIT A

KV66 Partners, LLC
1.810 acres along Highway 66 South
1612 Highway 66 South

Property Description:

BEGINNING at a rebar (set) along the west right of way line of NC Highway 66, said rebar marking the northeast corner of the within described property and also lying South 09° 36' 34" West 1,080.01 feet (ground) [1,079.82 feet (grid)] from the NCGS Marker "Forty" (NAD 83; N 851613.4247; E 1685720.6541; CSF-.999931837); thence from said beginning point along the west right of way line of NC Highway 66, South 05° 23' 20" East 199.94 feet to a rebar (set) marking the southeast corner of the within described property; thence North 86° 13' 58" West 235.26 feet to an iron pipe (found); thence North 86° 38' 06" West 185.53 feet to an iron pipe (found) marking the southeast terminus of Cedar Knoll Drive; thence along the east right of way of Cedar Knoll Drive, North 04° 42' 00" East 194.28 feet to an iron pipe (found) marking the northwest corner of the within described property; thence South 86° 53' 34" East 385.83 feet to a rebar marking the point and place of BEGINNING and containing 1.810 acres, more or less. This description is in accordance with a survey being prepared by Scott Land Surveying, Inc. (Stewart W. Scott, PLS) entitled "Survey for KV66 Partners, LLC" dated December 29, 2005 and being designated as Job No. 05-11-08/1612 Hwy 66.DWG.

The above described property is the same as that property described in Deed Book 2206, Page 1934, Forsyth County Registry and is further known and designated as Tax Lot 18 in Block 5643 on the Forsyth County Tax Maps.

EXHIBIT B

