

# Kernersville News Legal Notices

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Tuesday News, May 28, 2019

## LEGALS

### 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

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### 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

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## 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 the 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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#### 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 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

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#### 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-CB3 Plaintiff,

19 SP 370

v.

#### NOTICE OF FORECLOSURE SALE

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 Defendants).

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:

1. 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.

2. 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. § 1-339.11, 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/ Mortgagees 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

## LEGALS

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

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SeaWatch Plantation Owner's Association, Inc. v. Bruce W. Briggs, et al.  
Civil Action No. 2019-CP-26-02350  
Court of Common Pleas, Fifteenth Judicial Circuit, Horry County, South Carolina

TO: BRUCE W. BRIGGS AND DONNA P. BRIGGS

**YOU ARE HEREBY SUMMONED** to answer the Complaint in the above referenced Civil Action within thirty (30) days after the first publication of this Summons and to serve a copy of your Answer on the Plaintiff's attorney at the following address:

Butler Law, LLC  
Attn: Dan V. Butler, Esq.  
4420 Oleander Drive, Suite 202  
Myrtle Beach, SC 29577

For your information, the Complaint was filed April 18, 2019 with the Clerk of Court for Horry County, South Carolina. You can obtain a copy of the Complaint from the Office of the Horry County Clerk of Court located at 1301 2nd Ave, Conway, South Carolina.

If you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint and judgment by default will be rendered against you for the relief demanded in the Complaint. The Answer must be in writing and signed by you or your attorney and must state your address, or the address of your attorney if signed by your attorney.

Dan V. Butler, Esq.  
Phone: (843) 808-9224  
Email: dbutler@butlerlaw.net

May 21, 28, June 4, 2019

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#### NOTICE OF EXECUTOR TO CREDITORS AND DEBTORS

Russell Ernest Dean, Jr., having qualified as Executor for the Estate of Russell Ernest Dean, Sr. a/k/a Russell E. Dean, Deceased, late of Forsyth County, North Carolina, does hereby notify all persons, firms, and corporations having claims against said estate to present them to the undersigned, at the address indicated below, on or before August 28, 2019, or this Notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to said estate should please make immediate payment to the undersigned.

This 28th day of May, 2019.

Russell Ernest Dean, Jr.  
Executor of the Russell Ernest  
Dean, Sr. a/k/a Russell E. Dean Estate  
Schell Bray PLLC  
P. O. Box 21847  
Greensboro, NC 27420

Jennifer L.J. Koenig  
SCHELL BRAY PLLC  
230 North Elm Street, Suite 1500  
Greensboro, NC 27401

May 28, June 4, 11, 18, 2019

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The Individuals with Disabilities Education Act (IDEA-Part B, Public Law 108.446) Project is presently being amended. The Project describes the special education programs that The NC Leadership Academy proposes for Federal funding for the 2019 - 20 School Year. Interested persons are encouraged to review amendments to the Project and make comments concerning the implementation of special education under this Federal Program. All comments will be considered prior to submission of the amended Project to the North Carolina Department of Public Instruction in Raleigh, North Carolina. The IDEA-Part B Project is open to the public for review and comments during the week of May 26th in the office of Renee Faenza located at 4353 High Point Rd.

May 23, 25, 28, 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 Agnes W. Rector to Trste, Inc., Trustee(s), which was dated May 11, 2001 and recorded on May 23, 2001 in Book 2175 at Page 4069, 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 **June 4, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

*Lying and being in Oldtown Township, Forsyth County, North Carolina, and being known and designated as Lot No. 2, Map Showing Addition No. 4 of Colonial Estates, Plat Book 21, Page 113, Forsyth County Registry, North Carolina.*

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

Said property is commonly known as 2146 Westminister Lane, 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

## LEGALS

relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are All Lawful Heirs of Agnes W. Rector.

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

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

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

**File No.: 19-03085-FC01**

May 21, 28, 2019

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19 SP 418

#### 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 Nancy A. Tyner to Law Office of Clint Coloway, Trustee(s), which was dated June 29, 2016 and recorded on June 29, 2016 in Book 3294 at Page 2354 and recorded/modified/corrected on July 27, 2018 in Book 3417, Page 278, 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 **June 4, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

*Beginning at an iron stake located in the southern right-of-way line of Largo Drive, and also being the northeast corner of lot number 27 on the map hereinafter referred to; running thence from said point of beginning South 7° 55' East 210.53 feet to an iron stake being the southeast corner of lot number 27; running thence North 87° 02' West 95.11 feet to an iron stake; running thence from said iron stake North 13° 00' West 184.44 feet to an iron stake lying in the southern right-of-way line of Largo Drive; running thence from said iron stake to the southern right-of-way line of Largo Drive a chord distance of North 77° 30' East 110.00 feet to an iron stake being the point and place of beginning. Also being the eastern portion of lot number 27 as shown on the Map of Williston, Section 3 recorded in Plat Book 24 Page 7 in the office of the Register of Deeds of Forsyth County, North Carolina.*

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

Said property is commonly known as 5160 Largo Drive, Winston-Salem, NC 27101.

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 Nancy A. Tyner.

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

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

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

**File No.: 18-09258-FC03**

May 21, 28, 2019

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## LEGALS

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#### Notice of Public Hearing

The Kernersville Planning Board will hold a Public Hearing on June 10, 2019 at 7:00 PM in the Kernersville Municipal Chambers to hear the following:

**REZONING**  
**Willie Hunter, Agent for Owner** for property located at 403 East Bodenhamer Street, being all of PIN# 6886-43-8841 containing 0.48 +/- acres. Petitioner requests a **Single Phase Special Use District Rezoning** from HB-S (Highway Business-Special Use District) to HB-S (Highway Business-Special Use District). Requested Use(s): Adult Day Care Center; Arts & Crafts Studio; Banking and Financial Services; Brewpub; Building Contractors, General; Building Materials Supply; Car Wash; Church or Religious Institution, Community; Church or Religious Institution, Neighborhood; Convenience Store; Electronic Business Establishment; Event Center; Food or Drug Store; Furniture and Home Furnishings Store; General Merchandise Store; Government Offices; Habilitation Facility C; Hardware Store; Health Services, Miscellaneous; Implement Sales and Service; Institutional Vocational Training Facility; Medical or Dental Laboratory; Microbrewery; Motorcycle Dealer; Motor Vehicle, Rental and Leasing; Motor Vehicle, Repair and Maintenance; Neighborhood Organization; Non-Store Retailer; Nursery, Lawn and Garden Supply Store, Retail, Offices, Miscellaneous; Outdoor Display Retail; Professional Office; Restaurant (without drive-through service); Retail Store, Specialty or Miscellaneous; Services, Business A; Services, Business B; Services, Personal; Storage Services, Retail; Testing and Research Lab; Theater, Indoor; Veterinary Services; Warehouse; Wholesale Trade A. **Zoning Docket K-775**



[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 (TDD) at least 48 hours prior to the date of the meeting.]

Jeff Hatling, AICP  
Community Development Director

May 28, 2019

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#### NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Dorothy Anne Thomas, a/k/a Dottie Thomas, 1622 Vogler Street, Winston-Salem, NC 27127. This is to notify all persons, firms and corporations having claims against the said decedent to exhibit them to the undersigned on or before August 21, 2019. This notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate are notified to make immediate payment.

This the 21st day of May, 2019.

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

May 21, 28, June 4, 11, 2019

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#### NORTH CAROLINA FORSYTH COUNTY

#### NOTICE TO CREDITORS

Having qualified as Executor of the Estate of William Paul Cartrette, also known as W.P. Cartrette and Paul Cartrette, 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 22, 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 21st day of May, 2019.

Brian Cartrette  
4008 Fargo Dr  
Winston-Salem, NC 27106

May 21, 28, June 4, 11, 2019

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#### 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 Christi B. White and Clarence C. White to Rick Skogg, Trustee(s), which was dated August 25, 2003 and recorded on August 28, 2003 in Book 2395 at Page 1282, 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 **June 4, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

*Tract 1:*

*BEGINNING at an iron stake in the West line of property now or formerly owned by Zeb Thompson as described in Deed Book 963 at page 461, Forsyth County Registry, said beginning point being the Northeast corner of property now or formerly owned by Thomas C. Voss as described in Deed Book 904 at page 53; running thence with Voss's line south 73° 25' 20" West 266.79 feet to a point; running thence North 19° 56' 20" West 180.49 feet to a point; running thence North 70° 03' 40" East 50.00 feet to a point; running thence North 19° 56' 20" West 100.00 feet to a point; running thence South 70° 03' 40" West 50.00 feet to a point; running thence North 19° 56' 20" West 148.98 feet to a point in the Southern margin of property now or formerly owned by James E. Conrad; thence with Conrad's line North 70° 03' 40" East 297.70 feet to an existing monument, a control corner in Corbett R. Hoots' line; thence with Hoots' line South 15° 52' 20" East 333.68 feet to a control corner an existing monument, Zeb V. Thompson's Northwest corner; thence with Thompson's line South 16° 00' 00" East 112.53 feet to the point and place of beginning, containing 2.72 acres, more or less, and being known as Tract No. 3 on a map entitled Kenneth B. Compton prepared by Michael E. Ginzkins, land surveyor, dated December, 1987, said map being incorporated herein by reference.*

*Tract 2: A one-fifth (1/5) undivided interest in and to the following described tract or parcel of land:*

*BEGINNING at a point in the Eastern right of way line of Conrad Road (SR 1305), said point being located between the two following courses and distance from an iron located within the right of way of Conrad Road (SR 1305) to*

## LEGALS

wit: North 73° 25' 20" East 4.40 feet and North 12° 06' 00" West 174.27 feet to a point; thence from said beginning point, North 70° 03' 40" East 535.34 feet to a point; thence South 19° 56' 20" East 25.00 feet to a point; thence North 70° 03' 40" East 50.00 feet to a point; thence South 70° 03' 40" West 50.00 feet to a point; thence South 19° 56' 20" East 25.00 feet to a point; thence South 70° 03' 40" West 528.46 feet to a point in the Eastern right of way line of Conrad Road (SR 1305); thence along Eastern right of way line of Conrad Road (SR 1305) South 12° 06' 00" East 50.48 feet to the point and place of beginning. SUBJECT TO THE RIGHTS OF OTHERS TO USE THE SAME FOR INGRESS, EGRESS AND REGRESS PURPOSES AND FOR THE PURPOSE OF THE INSTALLATION AND MAINTENANCE OF UTILITIES.

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

Said property is commonly known as 625 Red Maple Lane, Lewisville, NC 27023.

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.**



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

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

Trustee Services of Carolina, LLC  
Substitute Trustee  
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.: 19-03088-FC01**

May 28, June 4, 2019

• • • •  
IN THE GENERAL COURT OF JUSTICE  
OF NORTH CAROLINA  
SUPERIOR COURT DIVISION  
FORSYTH COUNTY  
**18SP1629**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ISIAH J. MARLIN, JR. AND FELICIA D. MARLIN DATED AUGUST 19, 1999 AND RECORDED IN BOOK 2082 AT PAGE 2735 AND MODIFIED BY AGREEMENT RECORDED DECEMBER 27, 2013 IN BOOK 3160 AT PAGE 1791 AND FURTHER MODIFIED BY AGREEMENT RECORDED OCTOBER 25, 2017 IN BOOK 3374 AT PAGE 3150 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

## NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **10:00AM on June 7, 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 68, Phase I, on the map of Tall Pines Lake Estates as shown on map recorded in Plat Book 40, Page 134, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to map hereby made for a more particular description.

And Being more commonly known as: **1039 Glenmont Road, Winston Salem, NC 27107**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Isiah J. Marlin, Jr. and Felicia D. Marlin.

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

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

The date of this Notice is May 7, 2019.

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

**05-73131**

May 28, June 4, 2019

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**19 SP 382**  
**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 Michael Zrinski to Chris Ope, Trustee(s), which was dated May 25, 2012 and recorded on May 25, 2012 in Book 3061 at Page 1501, 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 **June 11, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Lying and being in Bethania Township, Forsyth County, North Carolina, and beginning at an iron stake on the east side of Baker Street, at the northwest corner of Lot No. 88 on the hereinafter mentioned map, and running thence along the east side of Baker Street, North 12° 45 minutes West 75 feet to an iron stake; thence South 88° 41 minutes East 225 feet to an iron stake; thence South 12° 45 minutes East 75 feet to an iron stake; thence North 88° 41 minutes West 225 feet to an iron stake on the east side of Baker Street, the place of beginning. Being all of Lot no. 89 and the southern half of Lot No. 90, on the Map of G. T. Baker Place, as recorded in Plat Book 10, Page 166, in the office of the Register of Deeds of Forsyth County, North Carolina.

Property Address: 143 Cross Baptist Church Road Rural Hall, NC 27045

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

## LEGALS

Said property is commonly known as 143 Cross Baptist Church Road, Rural Hall, NC 27045.

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

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

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

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

Trustee Services of Carolina, LLC  
Substitute Trustee  
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**File No.: 18-22909-FC02**

May 28, June 4, 2019

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**19 SP 461**  
**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 Charlene K. Cash and Thomas L. Cash to Trste, Inc., Trustee(s), which was dated October 26, 2007 and recorded on October 29, 2007 in Book RE 2792 at Page 1360, 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 **June 11, 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. 76, as shown on the plat of Old Salisbury Place, Phase 2, Section 1, as recorded in Plat Book 50 at Page 180, in the Office of the Register of Deeds of Forsyth County, North Carolina.*

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

Said property is commonly known as 1772 Pine Cove Court, Winston Salem, NC 27127.

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

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

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

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

Trustee Services of Carolina, LLC  
Substitute Trustee  
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**File No.: 12-29792-FC02**

May 28, June 4, 2019

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**19 SP 452**  
**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 Judy M. Snyder a/k/a Judy M. Harrison and John H. Snyder, Sr. to Hutchens & Senter, Trustee(s), which was dated November 21, 2001 and recorded on November 27, 2001 in Book 2214 at Page 3387 and rerecorded/modified/corrected on March 27, 2019 in Book 3452, Page 253, 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 **June 11, 2019 at 10:00AM**, and will sell to the highest

## LEGALS

bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

Being known and designated as Lot No. 12, as shown on the Plat of Reynodale Estates, Section 2, as recorded in Plat Book 24, page 34, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

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

Said property is commonly known as 7506 Divaldi Street, Lewisville, NC 27023.

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 Judy M. Harrison.

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

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

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**File No.: 19-01787-FC01**

May 28, June 4, 2019

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