

Kernersville News

Legal Notices

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Tuesday News, September 10, 2019

LEGALS

NORTH CAROLINA
FORSYTH COUNTY
NOTICE TO CREDITORS

Having qualified as the Executor of the Estate of **Reta M. Burrow**, (a/k/a Reta Murphy Burrow, Reta Burrow, Reta Mae Murphy Burrow), 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 Laura Suzanne Comiskey, Executor, c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winston-Salem, North Carolina, 27104, on or before the 22nd day of November, 2019, or this notice will be pled in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This is the day of 20th day of August, 2019.

Laura Suzanne Comiskey
Executor of the Estate

Submit payments or claims to:
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

August 20, 27, September 3, 10, 2019

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Doris Lucille Grubbs Henderson, also known as Lucille G. Henderson, Lucille Grubbs Henderson, and Lucille Grubbs, late of 1546 Finwick Drive, Pfafftown, NC 27040, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 380 Knollwood Street, Suite 700, Winston-Salem, NC 27103, on or before the 25th day of November 2019, or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This, the 20th day of August, 2019.

Sandra Ellen Henderson
Co-Executor for the Estate of
Doris Lucille Grubbs Henderson

Ronald Ray Henderson
Co-Executor for the Estate of
Doris Lucille Grubbs Henderson

380 Knollwood Street, Suite 700
Winston-Salem, NC 27103-4152

Karen B. Malay, Esq.
ALLMAN SPRY DAVIS LEGGETT & CRUMPLER, P.A. Post
Office Drawer 5129
Winston-Salem, NC 27113-5129
Tel: (336) 722-2300

August 20, 27, September 3, 10, 2019

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Ella Belle Foulks, 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 November 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 20th day of August, 2019.

Cynthia Elaine Heyward
1320 Vestal Road
Rural Hall, NC 27045

August 20, 27, September 3, 10, 2019

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Arnold Gray King, also known as Arnold G. King and Arnold King, deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the undersigned at 109 East Mountain Street, Suite D, Kernersville, N.C., 27284, on or before the 21st day of November, 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 19th day of August 2019.

Jason T. Grubbs, Executor
Estate of Arnold Gray King

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

August 20, 27, September 3, 10, 2019

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Samuel P. Ausband, also known as Samuel P. Ausband, Sr. and Samuel Palmer Ausband, late of 1199 Hayes Forest Drive, Winston-Salem, NC 27106, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 380 Knollwood Street, Suite 700, Winston-Salem, NC 27103, on or before the 2nd day of December 2019, or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This, the 27th day of August, 2019.

Samuel P. Ausband, Jr.
Executor for the Estate of
Samuel P. Ausband

380 Knollwood Street, Suite 700
Winston-Salem, NC 27103-4152

Edward E. Raymer, Jr., Esq.
ALLMAN SPRY DAVIS LEGGETT & CRUMPLER, P.A. Post
Office Drawer 5129
Winston-Salem, NC 27113-5129
Tel: (336) 722-2300

August 27, September 3, 10, 17, 2019

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP31

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ANGEL BRANCH HERNDON A/K/A ANGEL B. HERNDON, MICHAEL LEE BRANCH, SR. A/K/A MICHAEL L. BRANCH AND SUSAN REDMON BRANCH A/K/A SUSAN R. BRANCH DATED DECEMBER 31, 2003 AND RECORDED IN BOOK 2435 AT PAGE 2094 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

LEGALS

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 September 13, 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 in that certain Deed of Trust executed Angel Branch Herndon a/k/a Angel B. Herndon, Michael Lee Branch, Sr. a/k/a Michael L. Branch and Susan Redmon Branch a/k/a Susan R. Branch, dated December 31, 2003 to secure the original principal amount of \$97,947.00, and recorded in Book 2435 at Page 2094 of the Forsyth County Public Registry. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warranty is intended.

Address of property: 1707 Willa Place Dr, Kernersville, NC 27284
Tax Parcel ID: 6865-65-2443.00
Present Record Owners: Angel B. Weavil

And Being more commonly known as: 1707 Willa Place Dr, Kernersville, NC 27284

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

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 August 13, 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/

18-102582

September 3, 10, 2019

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of James Lester Purgason, (also known as James Purgason; James L. Purgason; Jim Purgason; Jim L. Purgason), 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 December 17, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 5th day of September, 2019

Teresa Purgason Price
Executor for the Estate of
James Lester Purgason

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

September 10, 17, 24, October 1, 2019

NOTICE OF PUBLIC AUCTION SALE OF SURPLUS REAL AND PERSONAL PROPERTY LOCATED AT 1385 SOUTH PARK DRIVE, KERNERSVILLE, NORTH CAROLINA

The Board of Aldermen at its regular meeting on September 3, 2019 authorized by Resolution No. R-2019-27 the sale by public auction property owned by the Town, located at 1385 South Park Drive, together with a modular unit located on the property, both real and personal property found to be surplus.

The Public Auction for the sale of the above-mentioned property shall be held on Tuesday, October 15, 2019 at Noon on the premises. The Town reserves the right to withdraw the property from Public Auction at any time prior to the Auction.

The Town Attorney, John G. Wolfe, III shall auction the above-mentioned property on behalf of the Town of Kernersville to the highest bidder thereon, after setting a minimum starting bid at \$450,000. The highest bidder shall place with the Town, within 24 hours of placing the high bid, a nonrefundable bid deposit in the amount of 5% of the high bid to be credited to the buyer at closing.

After the auction, the high bid shall be reported to the Board of Aldermen at its next regular monthly meeting, November 12, 2019. The Board shall accept or reject said high bid at said meeting conforming to the statutory requirement of acceptance or rejection within 30 days after the bid is reported to it. No sale may be completed until the Board of Aldermen has approved the high bid. Should the Board of Aldermen accept the high bid from the Public Auction, the Town shall then convey the above property to the highest bidder at Public Auction by General Warranty Deed with structure(s) on said property to be sold "as is where is" and without any warranty whatsoever. Closing Date shall be no later than 30 days from the date of the Board of Aldermen's acceptance of the highest bid; and, all matters of sale shall be in accordance with the North Carolina General Statutes 160A-270.

Keith Hooker, Town Clerk

September 10, 2019

LEGALS

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19 SP 876

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 Debrah G. Tucker to First Independence Mortgage, Trustee(s), which was dated August 24, 2004 and recorded on August 25, 2004 in Book 2499 at Page 931, 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 **September 24, 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 ALL OF LOT 636, HAMPTON COMMONS, "AS BUILT" PORTION OF PHASE 3, MAP 7, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 49, 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 340 Luzelle Drive, Winston Salem, NC 27103.

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 Debrah G. Tucker.

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 [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.: 19-10613-FC01

September 10, 17, 2019

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19 SP 704

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 Manderline W. Scales to William R. Echols, Trustee(s), which was dated March 2, 2015 and recorded on March 6, 2015 in Book RE 3219 at Page 3205, 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 **September 24, 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 101 as shown on map of Northwood Estates, Section 3-A, recorded in Plat Book 23, Page 38 in the Office of the Register of Deeds of Forsyth County, North Carolina.

This conveyance is made subject to easements and restrictions of record.

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

Said property is commonly known as 4000 Whitfield Road, Winston Salem, NC 27105.

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

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

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,

LEGALS

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 [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.: 19-08875-FC01

September 10, 17, 2019

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IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
19SP857

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY GREGORY A. PLASKETT AND LORRIE L. PLASKETT DATED JANUARY 20, 1999 AND RECORDED IN BOOK 2047 AT PAGE 419 RECORDED ON MAY 30, 2000 IN BOOK 2118, PAGE 2365 AND MODIFIED BY AGREEMENT RECORDED JANUARY 19, 2010 AT BOOK RE 2929, PAGE 4271, AND FURTHER MODIFIED BY AGREEMENT RECORDED SEPTEMBER 6, 2017 AT BOOK RE 3366, PAGE 2860 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 September 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 in that certain Deed of Trust executed Gregory A. Plaskett and Lorrie L. Plaskett, dated January 20, 1999 to secure the original principal amount of \$130,050.00, and recorded in Book 2047 at Page 419 of the Forsyth County Public Registry. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warranty is intended.

Address of property: 1049 Wyndfall Dr, Kernersville, NC 27284
Tax Parcel ID: 6875-36-5146.00
Present Record Owners: Gregory A. Plaskett and Lorrie L. Plaskett

And Being more commonly known as: 1049 Wyndfall Dr, Kernersville, NC 27284

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Gregory A. Plaskett and Lorrie L. Plaskett.

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 August 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/

13-056493

September 10, 17, 2019

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19 SP 860

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 Duc N. Phan to Premium Title Services, Trustee(s), which was dated June 25, 2014 and recorded on June 30, 2014 in Book 3185 at Page 2496, 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 **September 24, 2019 at 10:00AM**, and will sell to the highest bidder for cash the following described property situated in Forsyth County, North Carolina, to wit:

BEING KNOWN AND DESIGNATED AS LOT NUMBER 4, OF "AUSTIN PARK, PHASE-1", AS SHOWN ON A MAP RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, IN PLAT BOOK 47 AT PAGE 155, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

Being Property Conveyed by North Carolina General Warranty Deed from Callahan-Casper-Smith, LLC, a North Carolina Limited Liability Company to Duc N. Phan, recorded May 3, 2005, in Book 2562, Page 691, Forsyth County, North Carolina.

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

Said property is commonly known as 6085 Wade Court, 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 Duc N. Phan.

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 [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.: 19-10521-FC01

September 10, 17, 2019

NOTICE OF SPECIAL MEETING OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS

NOTICE is hereby given that the Forsyth County Board of Commissioners will conduct the following Special Meeting: