

Kernersville News

Legal Notices

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Tuesday News, January 16, 2018

LEGALS

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Administrator, CTA of the Estate of Rose Battle, 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 March 28, 2018, 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 26th day of December, 2017.

Rose Shetzley, Administrator, CTA
Susan P. Greeson
The Law Office of Susan P. Greeson
8004 Linville Road, Suite A-1
Oak Ridge, NC 27310

December 26, 2017, January 2, 9, 16, 2018

NOTICE TO CREDITORS

Having qualified as Administrator for the Estate of Nancy Fry Marshall, (also known as Nancy Carolyn Fry; Nancy F. Marshall; Mrs. Vernon Thomas Marshall; Nancy C. Marshall) 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 March 26, 2018, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 21st day of December, 2017.

Gloria Marshall Sykes
Administrator for the Estate of
Nancy Fry Marshall

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

December 26, 2017, January 2, 9, 16, 2018

**NORTH CAROLINA
FORSYTH COUNTY**

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Linda Ruth Johnson, also known as Linda R. Johnson, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against said estate to exhibit them to the undersigned on or before March 28, 2018, 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 26th day of December, 2017.

Steven Johnson Hurlocker
2443 Tuttle Rd
Walnut Cove, NC 27052

December 26, 2017, January 2, 9, 16, 2018

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Ruth B. Norman, (also known as Ruth Beauchamp Norman; Ella Ruth Norman; Ella Norman; Ruth Norman) 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 April 9, 2018, 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 January, 2017.

Wanda Norman Coffman
Executor for the Estate of
Ruth B. Norman

David 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

January 9, 16, 23, 30, 2018

NOTICE TO CREDITORS

**NORTH CAROLINA
FORSYTH COUNTY**

The undersigned, having heretofore qualified as Executor of the Estate of Elizabeth Helen Hobbs, also known as Betty Hobbs, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them on or before the 10th day of April 2018 or this notice will be pleaded in bar of their recovery.

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

This 9th day of January, 2018.

R. Kenneth Babb, Public Administrator, CTA

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

January 9, 16, 23, 30, 2018

NOTICE TO CREDITORS

Being the Executor for the Estate of Lois Jarvis Hunter, late of Clemmons, Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms or corporations having claims against said the estate of said decedent to present them to the undersigned at The Law Office of A. L. Collins, PLLC, 430 West Mountain Street, Kernersville, NC 27284 on or before 10th day of April 2018, 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.

That Notice is hereby given that the original Letters of Testamentary for the Estate of Lois Jarvis Hunter, deceased, were issued on December 14, 2017 to John Frank Hunter, Jr. Executor, estate file no. 17E1665 pending in Forsyth County Court.

This the 3rd day of January, 2018.

John Frank Hunter, Jr., Executor of the
Estate of Lois Jarvis Hunter

**Consul for the Estate:
The Law Office of A. L. Collins, PLLC**
430 West Mountain Street
Kernersville, NC 27284
Telephone: (336) 996-7921
Facsimile: (336) 996-6589

January 9, 16, 23, 30, 2018

AMENDED NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Laura Koebel and Brian Baker to TRSTE, Inc., Trustee(s), which was dated June 21, 2007 and recorded on June 22, 2007 in Book 2763 at Page 210, 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 **January 30, 2018 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 2 as shown on the map of Brookfield, as recorded in Plat Book 27, Page 15 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a particular description.

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

Said property is commonly known as 1781 Berkley Road, Kernersville, NC 27284-9553.

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 Laura Jean Koebel and Brian Edward Baker.

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.: 12-03090-FC02

January 16, 23, 2018

AMENDED NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Allen R. Elder, IV and Robin Elder to Barfield Law Firm, Trustee(s), which was dated November 22, 2006 and recorded on November 30, 2006 in Book RE 2712 at Page 2997 and rerecorded/modified/corrected on November 14, 2014 in Book RE 3205, Page 1445, 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 **January 30, 2018 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. 58 as shown on a map of Northwood Estates Subdivision, Section 2, as recorded in Plat Book 23, Page 1, Forsyth County Registry.

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

Said property is commonly known as 3910 Barkwood Drive, Winston-Salem, NC 27105.

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

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

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

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agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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

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

File No.: 16-17860-FC01

January 16, 23, 2017

NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Elizabeth J. Gambill to Patti D. Dobbins, Trustee(s), which was dated February 23, 2016 and recorded on February 23, 2016 in Book RE 3272 at Page 3446, 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 **January 30, 2018 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 existing iron pipe located in the northern right-of-way line of Old Walkertown Road, said pipe being located in the southwest corner of Lot No. 7 as shown on the plat of the Elmira G. Morris Property as recorded in Plat Book 8, Page 1448, Forsyth County Registry; and running thence along the northern right-of-way line of Old Walkertown Road, on a curve to the right, having a radius 981.50 feet, a length of 100.83 feet and a chord bearing and distance of South 76 deg. 51 min. 34 sec. West to an existing iron pipe, said pipe being located in the southeast corner of Lot 4 as shown on said Plat of the Elmira G. Morris Property; running thence along the eastern line of said Lot 4, North 09 deg. 41 min. 00 sec. West 232.53 feet to an existing iron pipe; running thence North 85 deg. 56 min. 55 sec. East 78.17 feet to an existing iron pipe located in the western line of said Lot 7; running thence along the western line of said Lot 7 South 15 deg. 38 min. 52 sec. East 219.98 feet to the POINT AND PLACE OF BEGINNING and consisting of 0.46397 acres, more or less, as shown on a survey prepared for Curtis B. Ritchie and wife, Connie L. Ritchie as prepared by Thomas A. Riccio, PLS dated June 18, 2009.

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

Said property is commonly known as 5456 Old Walkertown 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 Elizabeth J. Gambill.

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.: 17-12528-FC01

January 16, 23, 2018

NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Peggy S. Willis to BB&T Collateral Service Corporation, Trustee(s), which was dated March 22, 2008 and recorded on March 12, 2008 in Book RE 2818 at Page 1165, Forsyth County Registry, North Carolina.

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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 **January 30, 2018 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 Unit #25 Building 2 as shown on a plat or plats entitled Georgetown Condominiums, as recorded in Unit Ownership File 1, at Pages 177-181 inclusive, and as rerecorded and corrected in Condominium and Unit Ownership File 1 at Page 182, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

TOGETHER WITH all rights and easements appurtenant to said Unit as specifically enumerated in the "DECLARATIONS OF GEORGETOWN CONDOMINIUMS" (which specifically includes a .0085 percent undivided fee simple ownership interest in and to the Common Areas of Georgetown Condominiums) issued by Georgetown Partners, Ltd., and recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Book 1381 at Pages 1531, et seq., on December 28, 1982, at 9:34 o'clock a.m., and pursuant thereto membership in the Georgetown Condominium Homeowners Association, Inc., a North Carolina Non-Profit Corporation.

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

Said property is commonly known as 631 Gunston Court, Unit C, Winston Salem, NC 27106.

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

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

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.: 17-12460-FC01

January 16, 23, 2018

NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ellen M. Paine to American Home Closings, Inc., Trustee(s), which was dated March 2, 2009 and recorded on March 9, 2009 in Book 2878 at Page 191, 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 **January 30, 2018 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 100 as shown on Map of Asheton Grove, Phase II, as recorded in Plat Book 49, Page 56, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Being the identical property as conveyed to Ellen M. Paine on 3/23/2007, in Book 2739, Page 607 in the Forsyth County Public Registry.

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

Said property is commonly known as 3193 Asheton Grove 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

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is/are Ellen M. Paine.

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.: 17-17232-FC01

January 16, 23, 2018

NOTICE OF FORECLOSURE SALE

LEGALS
NORTH CAROLINA, FORSYTH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Clarence Gore, Jr. and Tammy Gore to Ellison Law Office, Trustee(s), which was dated July 12, 2004 and recorded on July 19, 2004 in Book RE 2489 at Page 54, 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 **January 30, 2018 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 #27, as shown on the map of Moravia Estates, Section One, said map of being recorded in Plat Book 22, at Page 85, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference is hereby made for a more particular description of said property.

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

Said property is commonly known as 2120 Sallies 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 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 Clarence Gore, Jr.

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

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AM on the 25th day of January, 2018. all that certain parcel of land, more particularly described as follows: IMPROVEMENTS: House and lot/Condominium/or Lot LEGAL DESCRIPTION: Being all of Lot 11 as shown on that "Final Plat HOPE VI-Urban Revitalization Glen Oaks-Phase IIIA" recorded in Plat Book 46, Page 118, Forsyth County Registry.

ADDITIONAL POSSIBLE STREET ADDRESS FOR REFERENCE PURPOSES ONLY: 1505 Underwood Avenue, Winston-Salem, NC 27104

Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling.

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are Christopher L. Roseboro and Spouse, if any; Donna D. Roseboro and Spouse, if any.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23. ***In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the County in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination.***

Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Should the property be purchased by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax. The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS". Neither the Trustee nor the holder of the note secured by the Deed of Trust/Security Instrument, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee of the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record, including prior Deeds of Trust.

The Substitute Trustee reserves the right to require a cash deposit or certified check made payable to the Substitute Trustee (no personal checks) for five percent (5%) of the purchase price or seven hundred fifty dollars (\$750.00), whichever is greater, at the time of the sale. The sale will be held open for ten (10) days for upset bids as by law required. Following the expiration of the statutory upset bid period, all remaining amounts are due immediately. If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the Trustee, in their sole discretion, if they believe the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

This the 4th day of January, 2018.

The Caudle Law Firm, P.A.,

Substitute Trustee

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January 16, 23, 2018

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