

Kernersville News

Legal Notices

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Kernersville News, Thursday, October 11, 2018

LEGALS

NOTICE TO CREDITORS

Having qualified as Executor for the Estate of Thad J. Bingham, (also known as Thad Johnson Bingham) 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 20, 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 14th day of September, 2018.

Donna Bingham Merriman
Executor for the Estate of
Thad J. Bingham

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 20, 27, October 4, 11, 2018

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Donald Gray Hill, also known as Donald G. Hill and Donald Hill, 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 December 22, 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 20th day of September, 2018.

Bradley Joe Hill
1327 Sandy Mabe Road
Germanton, NC 27019

September 20, 27, October 4, 11, 2018

NOTICE TO CREDITORS AND DEBTORS OF MELBA B. SIDDEN AKA MELBA SUE BURGESS SIDDEN

The undersigned, Wallace Mark Sidden, having qualified as Executor of the Estate of MELBA B. SIDDEN AKA MELBA SUE BURGESS SIDDEN, deceased, a resident of Forsyth County, North Carolina, hereby notifies all persons, firms, and corporations having claims against said estate to present them to the undersigned or his attorney on or before December 21, 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.

This the 20th day of September, 2018.

Wallace Mark Sidden, Executor

Dennis J. Toman, Attorney at Law
The Elderlaw Firm
403 W. Fisher Avenue
Greensboro, NC 27401
336-378-1122

September 20, 27, October 4, 11, 2018

NOTICE TO CREDITORS

NORTH CAROLINA FORSYTH COUNTY

The undersigned, having qualified as Executor of the Estate of Dott S. Tilley, also known as Dott Shaver Tilley, deceased, late of Forsyth County, North Carolina, hereby notifies all parties having claims against said estate to present them to the attorney for the undersigned at PO Box 904, Kernersville, N.C., 27285, on or before the 20th day of December, 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 at the above address.

This the 17th day of September, 2018.

Harry G. Decker, Executor
Estate of Dott S. Tilley

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

September 20, 27, October 4, 11, 2018

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Arthur Thurman Jennings, also known as Arthur T. Jennings; Arthur Jennings; and Thurman Jennings 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 December 22, 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 20th day of September, 2018.

Dorothy Jennings Tucker
4157 High Point Road
Winston-Salem, NC 27107

September 20, 27, October 4, 11, 2018

NOTICE TO CREDITORS

Being the Executor for the Estate of John Thomas Cooke, late of Kernersville, Forsyth County, North Carolina, the undersigned does hereby notify all persons, firms or corporations having claims against said 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 the 1st day of January, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said estate will please make immediate payment to the undersigned.

That Notice is hereby given that the original Letters of Testamentary for the Estate of John Thomas Cooke, deceased, were issued on September 11, 2018 to James Michael Cooke, Executor, estate file no. 18 E 1861 pending in Forsyth County Court.

This the 21st day of September, 2018

James Michael Cooke, Executor of the
Estate of John Thomas Cooke

Counsel 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

LEGALS

September 27, Oct 4, 11, 18, 2018

CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate of Richard F. Donnan, aka Richard Frederick Donnan, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 27th day of December, 2018 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 27th day of September, 2018.

Robert S. Donnan, Executor of the
Estate of Richard F. Donnan
1001 West Fourth Street
Winston-Salem, North Carolina 27101

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

September 27, October 4, 11, 18, 2018

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Betty C. Lafone, also known as Betty Culpepper Lafone, 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 December 29, 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 20th day of September, 2018.

Angela Lafone Evans
180 Sunburst Cir.
Winston-Salem, NC 27105

September 27, October 4, 11, 18, 2018

NOTICE TO CREDITORS

The undersigned, having qualified as Executor of the Estate Alice Jeanne Twiddy Suttle, aka Jeanne T. Suttle, Jean Twiddy Suttle and Jean T. Suttle, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 27th day of December, 2018 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will please make payment immediately to the undersigned at the below-designated address.

This the 27th day of September, 2018.

Julien L. Suttle, Executor of the
Estate of Alice Jeanne Twiddy Suttle
1001 West Fourth Street
Winston-Salem, North Carolina 27101

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

September 27, October 4, 11, 18, 2018

NOTICE TO CREDITORS AND DEBTORS OF

PEGGY G. BENNETT

All persons, firms and corporations having claims against Peggy G. Bennett, deceased, are notified to exhibit them to on or before December 27, 2018, to Linda G. Hill, 869 East King Street, King, NC 27021 or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administrator.

This the 27th day of September, 2018.

Linda G. Hill
869 East King Street
King, NC 27021

Administrator for the Estate of
Peggy G. Bennett

Browder, Overby, Hall and Michaud, PA
Attorneys at Law
PO Box 550
King, NC 27021

September 27, October 4, 11, 18, 2018

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 Luann V. Hamby to Brock, Scott, and Ingersoll, Trustees(s), which was dated July 25, 2002 and recorded on July 29, 2002 in Book 2268 at Page 3277, 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 **October 19, 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 IRON STAKE IN THE WESTERN-MOST RIGHT OF WAY LINE OF MILL CHASE ROAD, SAID IRON STAKE BEING THE SOUTHEASTERMOST CORNER OF LOT NO. 23 AS SHOWN ON THE MAP OF SHALLOWFORD FOREST, SECTION 5, AS RECORDED IN PLAT BOOK 26, PAGE 144 (REVISED IN PLAT BOOK 26, PAGE 175), IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA; PROCEEDING THENCE WITH THE RIGHT OF WAY LINE OF MILL CHASE ROAD, SOUTH 39 DEG. 02' WEST 100 FEET TO AN IRON STAKE; THENCE NORTH 66 DEG. 44' WEST 270.53 FEET TO AN IRON STAKE IN THE LINE OF LOT NO. 17; THENCE WITH THE LINE OF LOT NO. 20, NORTH 31 DEG. 20' EAST 160 FEET TO AN IRON STAKE, THE SOUTHWESTERN CORNER OF LOT NO. 23; THENCE WITH THE LINE OF LOT NO. 23, SOUTH 54 DEG. 00' EAST 282.30 FEET TO THE POINT OF BEGINNING, AND BEING THE NORTHEASTERMOST PORTION OF LOT .26 AS SHOWN ON THE MAP OF SHALLOWFORD FOREST, SECTION 5, AS RECORDED IN PLAT BOOK 26, PAGE 144 (REVISED IN PLAT BOOK 26, PAGE 175 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 8020 Millchase Street, Lewisville, NC 27023.

A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty

LEGALS

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 Luann V. Hamby.

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.: 18-03122-FC01

October 4, 11, 2018

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 James W. Waddell, Jr. and Laura Waddell to John C. Warren, Trustee(s), which was dated November 15, 2007 and recorded on November 20, 2007 in Book 2796 at Page 3245, 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 **October 19, 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. 442 as shown on the map of East Central Terrace Property, formerly owned by H. E. Cartland, as recorded in Plat Book 4, Page 61 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 2815 Patria Street, 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 James W. Waddell 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 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.: 18-09381-FC01

October 4, 11, 2018

LEGALS

18 SP 1122

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 Ernest R. Weatherman to Southland Associates, Inc., Trustee(s), which was dated April 26, 2004 and recorded on May 13, 2004 in Book RE 2470 at Page 1801, 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 **October 19, 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:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF WINSTON, BEING KNOWN AS LOT 6, OF VALLEYSTREAM FARMS, PHASE TWO, PLAT BOOK 43, PAGE 184, PARCEL NUMBER 4423N-06, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 2426, PAGE 95, RECORDED ON 11/26/2003 AMONG THE LAND RECORDS OF FORSYTH COUNTY, NC.

BEING THE SAME PROPERTY CONVEYED TO ERNEST R. WEATHERMAN BY DEED FROM FORREST C. CRANFILL, DAVID H. HICKMAN, SHARYN N. HICKMAN DATED 11/07/2003, RECORDED 11/26/2003, IN DEED BOOK 2426, ON PAGE 95.

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

Said property is commonly known as 965 Buckhorn Court, Winston Salem, NC 27012.

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 Ernest R. Weatherman.

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.: 18-05417-FC01

October 4, 11, 2018

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

18SP983

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY STACEY M FELDKAMP DATED MAY 17, 2017 AND RECORDED IN BOOK RE 3347 AT PAGE 1617 IN THE FORSYTH COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at **11:00AM on October 18, 2018** 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 at Unit 903, Building No. 9, Phase 1 ("Unit") as shown on the plat entitled "Final Plat For: "As-Built" Phase I of Ardmore Crest Condominiums 1955, 1960, 1980, 1920, 1885 & 1905 Crest Hollow Drive", as recorded in Condominium Plat Book 7, Pages 5-8 (the "Plat"), Forsyth County Registry to which reference is hereby made for a more particular description, the herein Unit being a portion of a residential condominium development located in the City of Winston-Salem, County of Forsyth, State of North Carolina, and established under the provisions of Chapter 47C of the North Carolina General Statutes and Declaration of Ardmore Crest Condominium recorded June 29, 2004 in Book 2483, Page 3419, Forsyth County Registry (the "Declaration"), together with the percentage undivided interest in the common elements and facilities declared therein to be appurtenant with the terms of said Declaration. The land upon which the Unit is located is situated in the City of Winston-Salem, County of Forsyth, State of North Carolina and is fully described in the Declaration, and the said land is also shown in Condominium Plat Book 7, Pages 5-8, in the Office of the Register of Deeds of Forsyth County, North Carolina, and reference to same is hereby made for a more particular description.

Grantee, by accepting this Deed, hereby expressly assumes and agrees to be bound by and comply with all of the covenants, terms, provisions and conditions set forth in the Declaration, the Articles and the Bylaws

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of Ardmore Crest Condominium Owners Association, Inc. and the Rules and Regulations made thereunder including, but not limited to, membership in the Ardmore Crest Condominium Owners Association, Inc., a North Carolina non-profit corporation, and the obligation to make payments of assessments for the maintenance and operation of the Condominium which may be levied against such Units pursuant of the Declaration.

And Being more commonly known as: **1885 Crest Hollow Dr #102, Winston Salem, NC 27127**

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are The Unknown Heirs of Stacey M. Feldkamp.

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 September 27, 2018.

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

18-100228

October 4, 11, 2018

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 Perry Connally a/k/a Perry L. Connally and Karla R. Connally to Bryan C. Thompson, Trustee(s), which was dated January 12, 2006 and recorded on January 18, 2006 in Book RE 2632 at Page 2174, 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 **October 26, 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:

LEGALS

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.: 18-09652-FC01

October 11, 18, 2018

• • • •

18 SP 565

AMENDED 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 Kentaus D. Carter to William R. Echols, Trustee(s), which was dated April 23, 2012 and recorded on April 23, 2012 in Book RE 3055 at Page 2741, 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 **October 26, 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 ALL OF LOT 82, PHASE 1, SUMMIT POINTE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 53, PAGE 198, 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 4240 Oak Pointe 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 Kentaus D. Carter.

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.: 18-05095-FC01

October 11, 18, 2018

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18 SP 788

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 Brian E. Bunch and Lynette C. Bunch to Thomas G. Jacobs, Trustee(s), which was dated May 28, 2004 and recorded on June 1, 2004 in Book RE 2476 at Page 1678 and rerecorded/modified/corrected on July 7, 2004 in Book RE 2486, Page 0287, Forsyth County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the under-signed, 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 fore-closed, 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 court-house for conducting the sale on **October 26, 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 104, in Lochurst, Section III, as recorded in Plat Book 36, Pages 160 and 161, 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 3630 Dunhurst Drive, Pfafftown, NC 27040.

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 Brian E. Bunch and wife, Lynette C. Bunch.

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

LEGALS

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.: 18-06553-FC01

October 11, 18, 2018

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18 SP 810

AMENDED 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 Steven P. Swaim, and Carolyn B. Clifton Swaim to Countrywide Home Loans, Inc., Trustee(s), which was dated February 14, 2003 and recorded on February 18, 2003 in Book 2323 at Page 1198, 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 **October 26, 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 iron located in the right of way of Easy Road (State Road 1933) and said iron marking a common corner with Floyd M. Forrest (Deed Book 1107, Page 274 of Forsyth County Registry) and said iron marking the Northeastern corner of the within described parcel of, land; thence, South 0' 28" West along the said Easy Road (SR 1933) a distance of 110.0 feet to an iron; thence, North 86° 23' 23" West a distance of 200.20 feet to an iron which marks a common corner with Floyd M. Forrest; thence, North 0' 01" West along a common line with Floyd M. Forrest a distance of 110.00 feet to an iron which marks a common corner with Floyd M. Forrest; thence, South 86° 23' East along a common line with Floyd M. Forrest a distance of 200.23 feet to an iron which marks the point and place of BEGINNING and containing 21,979 square feet according to a survey by Michael E. Gizinski, RLS, on April 19, 1983.

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

Said property is commonly known as 8140 Easley Road, Walnut Cove, NC 27052.

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 Carolyn B. Clifton.

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.: 18-06398-FC01

October 11, 18, 2018

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18 SP 866

AMENDED 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 Christopher A. Eaton and Donna H. Eaton to Gabriel, Berry & Weston, Trustee(s), which was dated April 12, 1996 and recorded on April 12, 1996 in Book 1896 at Page 0841, 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 **October 26, 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 iron pipe in the east margin of the right of way of Valleymeade Drive, said iron pipe marking the northwest corner of Lot 25, Sundown Valley, Section One, as shown in a plat recorded in Plat Book 27, Page 187, Forsyth County Registry, reference to which is hereby made for a more particular description of the point of beginning. Thence from said beginning point South 84 degrees 24 minutes 17 seconds East 214.79 feet to an iron pipe; thence South 5 degrees 2 minutes West 5 feet to an iron pipe marking the northeast corner of Lot 25, Sundown Valley as referred to above; thence South 5 degrees 19 minutes West 100 feet to an iron pipe, the southeast corner of Lot 25 as referred to above; thence North 86 degrees 28 minutes 40 seconds West 203 feet to an iron pipe in the east margin of the right of way of the cul-de-sac of Valleymeade Drive; thence running with the east margin of the right of way of the cul-de-sac North 19 degrees 41 minutes West a chord distance of 29.02 feet to an iron pipe; thence running with the east

LEGALS

margin of the right of way of Valleymeade Drive North 4 degrees 37 minutes 20 seconds East 85.5 feet to the point and place of BEGINNING.

The above-described property consists of all of Lot 25, Sundown Valley, Section One, as shown in Plat Book 27, Page 187, Forsyth County Registry, and a narrow triangular section of Lot 24, Sundown Valley, Section One.

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

Said property is commonly known as 449 Valleymeade Drive, Kernersville, NC 27284.

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 Christopher A. Eaton and wife, Donna H. Eaton.

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.: 10-36113-FC03

October 11, 18, 2018

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18 SP 877

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 Peter T. Huminski and Rebecca B. Huminski to Rebecca W. Shaia, Trustee(s), which was dated March 28, 2007 and recorded on March 28, 2007 in Book RE 2740 at Page 1718, 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 **October 26, 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 41 of "KENSINGTON VILLAGE, SECTION 2, PHASE 1", as shown on a map recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, in Plat Book 42 at Page 202, 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 5808 Kenville Green Circle, Kernersville, NC 27284.

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 Peter T. Huminski and wife, Rebecca B. Huminski.

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.: 15-18700-FC04

October 11, 18, 2018

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18 SP 928

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 Thomas E. Adams a/k/a Adams Thomas Edward Adams to Shapiro & Kreisman, Trustee(s), which was dated November 22, 2002 and recorded on November 25, 2002 in Book 2300 at Page 2083 and rerecorded/modified/corrected on July 9, 2018 in Book RE 3414, Page 167, 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 **October 26, 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. 6 as shown on the Map of ANCELL ACRES, as recorded in Plat Book 43, Page 176, 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 4950 Wanda Way, 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 Thomas Edward Adams a/k/a Adams Thomas Edward Adams.

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.: 18-07996-FC01

October 11, 18, 2018

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NORTH CAROLINA

FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE

DISTRICT COURT DIVISION

18 CVD 5241

STEPHANIE LISA GILBERT,
Plaintiff,

v.
KENNETH RAY GILBERT,
Defendant

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

To: KENNETH RAY GILBERT

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:

A divorce based upon one years separation

You are required to make defense to this pleading not later than forty (40) days of this notice or not later than the 24th day of November, 2018 and upon your failure to do so, the party seeking service against you will apply to the Court for relief sought.

THIS the 11th day of October, 2018.

H. DWIGHT NELSON, Attorney at Law
Counsel for Plaintiff
7930 Broad Street, P. O. Box 902
Rural Hall, North Carolina 27045
Telephone no. (336) 969-5256
NC State Bar No. 7929

October 11, 18, 25, 2018

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CREDITOR NOTICE

The undersigned, having qualified as Executor of the Estate Lucinda Petersen Bingham, aka Lucinda P. Bingham, deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against said Estate to present them to the undersigned on or before the 11th day of January, 2019 or this Notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to this Estate will