

Kernersville News

Legal Notices

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Tuesday News, March 5, 2024

LEGALS

Notice to Creditors

Having qualified as Administrator of the Estate of David Decker Sowers, a/k/a David D. Sowers, David Sowers, late of Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at the office of their attorney at 110 Oakwood Drive, Suite 300, Winston-Salem, NC 27103-1958, on or before the 20th day of May, 2024 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This 20th day of February, 2024.

Linda Sowers Luvaas, Administrator
Estate of David Decker Sowers

Craige Jenkins Lipfert & Walker, LLP

Feb. 20, 27, March 5 & 12, 2024

NOTICE TO CREDITORS

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NORTH CAROLINA

GUILFORD COUNTY

The undersigned, having qualified as Executor of the Estate of **Gregory Dean Winfree aka Dean Winfree**, deceased, late of Guilford County, North Carolina, does hereby notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before **May 22, 2024** 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 February, 2024.

Tammy Purcell Winfree
Executor of the Estate of Gregory Dean
Winfree aka Dean Winfree
610-1 Pisgah Church Road
Greensboro, NC 27455

N. BLANE STANALAND
Teague Rotenstreich Stanaland Fox & Holt, P.L.L.C.
101 South Elm Street, Suite 350
Greensboro, NC 27401
Telephone: (336) 272-4810
Fax: (336) 272-2448

February 20, 27, March 5, 12, 2024

NORTH CAROLINA
GUILFORD COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Carolyn B Isley, aka Carolyn Sue Isley, late of Guilford County, North Carolina, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned at the address below on or before May 27, 2024, 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 27th day of February, 2024.

LEGALS

Charles Michael Isley
7902 E NC Hwy 150
Browns Summit, NC 27214

February 27, March 5, 12, 19, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Doretha Janice Hairston Lyons, also known as Doretha Janice Hairston and Doretha H. Lyons, 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 at the address below on or before May 27, 2024, 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 27th day of February, 2024.

Tammy H. Norton
1216 N. Jackson Ave
Winston-Salem, NC 27101

February 27, March 5, 12, 19, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Dylan Michael Ellender, 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 at the address below on or before June 5, 2024, 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 5th day of March, 2024.

David Michael Ellender
5338 Dust Devil Dr.
Winston-Salem, NC 27106

March 5, 12, 19, 26, 2024

IN THE GENERAL COURT OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
FORSYTH COUNTY
23sp846

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY TIMOTHY LEE SMITH AND KELLY SNOW SMITH DATED JULY 7, 2009 AND RECORDED IN BOOK 2902 AT PAGE 2892 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 payment of the secured debt and failure to perform the agreements contained therein and, pursuant to demand of the holder of the secured debt, the undersigned will expose for sale at public auction at the usual place of sale at the Forsyth County courthouse at **10:00AM on March 11, 2024**, the following described real estate and any improvements situated thereon, in Forsyth County, North Carolina, and being more

LEGALS

particularly described in that certain Deed of Trust executed Timothy Lee Smith and Kelly Snow Smith, dated July 7, 2009 to secure the original principal amount of \$110,929.00, and recorded in Book 2902 at Page 2892 of the Forsyth County Public Registry. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warranty is intended.

Address of property: **2648 Meadowood Dr, Winston Salem, NC 27107**
Tax Parcel ID: 6854-94-0952.000
Present Record Owners: Timothy Lee Smith and Kelly Snow Smith
The record owner(s) of the property, according to the records of the Register of Deeds, is/are Timothy Lee Smith and Kelly Snow Smith.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance AS IS, WHERE IS. Neither the Trustee nor the holder of the note secured by the deed of trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the 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 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 subject to all prior liens and encumbrances and unpaid taxes and assessments including 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 from the highest bidder and must be tendered in the form of certified funds at the time of the sale. **Cash will not be accepted.** This sale will be held open ten days for upset bids as required by law. After the expiration of the 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 residing at 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 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 12, 2024.

Jason K. Purser, NCSB# 28031
Aaron Gavin, NCSB# 59503
Attorney for LLG Trustee, LLC, Substitute Trustee
LOGS Legal Group LLP
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107 | (704) 333-8156 Fax | www.LOGS.com

19-108229

February 27, March 5, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

LEGALS

23 SP 761

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 Freida R. Thompson to Blanco Tackabery & Matamoros, P.A., Trustee(s), which was dated May 15, 2008 and recorded on May 20, 2008 in Book RE 2833 at Page 1787, 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 **March 14, 2024 at 11:00 AM**, 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 right of way line of Ashwood Drive, said iron stake marking the Easternmost corner of Lot 1 and the Southernmost corner of Lot 2, as shown on the map of the revision of Lots 11, 12 and 13, Knollwood Manor, Section Five, Lots 1 through 10, Plat Book 21, Page 95, Forsyth County Registry, and running thence from said point and place of beginning with the Western right of way line of Ashwood Drive, South 53 deg. 24' 08" West 137.53 feet to a point; running thence South 13 deg. 49' 18" East 27.12 feet to a point; running thence South 53 deg. 24' 08" West 5.00 feet to a point; running thence North 13 deg. 49' 18" West 27.12 feet to an iron stake marking the Southernmost corner of Lot 1 on the aforesaid plat, and continuing thence with the line of said Lot 1, North 13 deg. 49' 18" West 152.26 feet to an iron stake in the Southern right of way line of the Southern Railroad; running thence with the railroad right of way, North 53 deg. 43' 23" East 83.87 feet to an iron stake marking the Westernmost corner of Lot 2 on the aforesaid plat; running thence south 36 deg. 29' East 139.92 feet to the point and place of beginning and being known and designated as all of Lot No. 1, as shown on the plat of the map showing the revision of Lots 11, 12 and 13, Knollwood Manor, Section five, Lots 1 through 10, as recorded in Plat Book 21, Page 95, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description, and a 5 foot strip, which was formerly a part of Ashwood Drive, all according to a survey made by Thomas A. Riccio, R.L.S., dated March 5, 1993, entitled "Survey prepared for Betsy Silva, divorced," bearing Job No. 93098.

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

Said property is commonly known as 2889 Ashwood Drive, Winston Salem, NC 27103.

A Certified Check ONLY (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.**

LEGALS

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 Freida R. Thompson a/k/a Freida Rita Thompson a/k/a Freida Annette Thompson.

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

File No.: 13-25283-FC02

February 27, March 5, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

LEGALS

NOTICE OF FORECLOSURE SALE NORTH CAROLINA, FORSYTH COUNTY 23 SP 1071

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Harolyn M. Woffard a/k/a Harolyn W. Lane, in the original amount of \$77,400.00, payable to Argent Mortgage Company, LLC, dated January 23, 2006 and recorded on January 27, 2006 in Book RE 2634, Page 3082, Forsyth County Registry.

Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Anchor Trustee Services, LLC having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door or other usual place of sale in Forsyth County, North Carolina, at **10:00 am on March 12, 2024**, and will sell to the highest bidder for cash the following described property, to wit:

Being known and designated as Lot Number 109 as shown on map of Creekwood Acres, Section Number Five, as recorded in Plat Book 26, Page 199, 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 improvements located hereon; said property being located at 5019 Kaybrook Drive, Winston Salem, NC 27105-9776. Tax ID: 6848-61-5576

Third party purchasers must pay the recording costs of the trustee's deed, any land transfer taxes, the excise tax, pursuant North Carolina General Statutes §105-228.30, in the amount of One Dollar (\$1.00) per each Five Hundred Dollars (\$500.00) or fractional part thereof, and the Clerk of Courts fee, pursuant to North Carolina General Statutes §7A-308, in the amount of Forty-five Cents (0.45) per each One Hundred Dollars (\$100.00) or fractional part thereof with a maximum amount of Five Hundred Dollars (\$500.00). A deposit of five percent (5%) of the bid or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale and must be tendered in the form of certified funds. Following the expiration of the statutory upset bid period, all the remaining amounts will be immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance AS IS WHERE IS. There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, and encumbrances of record. **To the best of the knowledge and belief of the undersigned, the current owner of the property is Harolyn M. Woffard aka Harolyn W. Lane.** PLEASE TAKE NOTICE: An order for possession of the property may be issued pursuant to North Carolina General Statutes §45-21.29 in favor of the purchaser and against the party or parties in possession by the Clerk of Superior Court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [North Carolina General Statutes §45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of termination. If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the 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.

Anchor Trustee Services, LLC
Substitute Trustee
By: _____
David W. Neill, Bar #23396
McMichael Taylor Gray, LLC

LEGALS

Attorney for Anchor Trustee Services, LLC
3550 Engineering Drive, Suite 260
Peachtree Corners, GA 30092
404-474-7149 (phone)
404-745-8121 (fax)
dneill@mtglaw.com

February 27, March 5, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

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 Darrell D Brown Jr to John B Third, Trustee(s), which was dated July 11, 2019 and recorded on July 11, 2019 in Book 3470 at Page 3096, 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 **March 21, 2024 at 10:00 AM**, 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 1/2 inch iron rod located in the western right-of-way of Rosemont Avenue (25 feet from the centerline), said rod being the southeast corner of Lot 24 of Rosemont, Plat Book 4, Page 106, said rod being 250 feet north of the northern right-of-way of Catawba Street (formerly Spring Avenue); thence with the southern line of Lot 24 N 87 degrees 30 minutes 52 seconds W 149.80 feet to an existing 1/2 inch iron rod; said rod being the southwest corner of Lot 24; thence with the western line of Rosemont and the eastern line of Lot 13 of Plat Book 27 Page 58 N 02 degrees 28 minutes 41 seconds E. 74.89 feet, crossing the northwest corner of Lot 24 to an existing 1/2 inch iron rod; thence a new line through Lot 25 S 87 degrees 32 minutes 02 seconds E 149.83 feet to an existing 1/2 inch iron rod in the western right-of-way of Rosemont Avenue, thence with the western right-of-way of Rosemont Avenue S 02 degrees 30 minutes 00 seconds W 74.94 feet to the point of beginning, containing 11223 square feet. Lot is all of Lot 24 and the southern portion of Lot 25 of Rosemont.

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

Said property is commonly known as 3350 Rosemont Avenue, Winston Salem, NC 27127.

A Certified Check ONLY (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 Darrell D. Brown, 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

Classifieds

LEGALS

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

File No.: 23-31742-FC01

March 5, 12, 2024

NORTH CAROLINA
GUILFORD COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Geraldine B. Wright, late of Guilford County, North Carolina, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned at the address below on or before June 5, 2024, 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 5th day of March, 2024.

Susan W. Rowell aka Susan Wright Rowell
6408 Birkdale Drive
Greensboro, NC 27410

March 5, 12, 19, 26, 2024

NOTICE TO CREDITORS

NORTH CAROLINA
FORSYTH COUNTY

The undersigned, having heretofore, qualified as Executor of the Estate of Gertrude J Upperman AKA Gertrude Carol Judd Upperman, late of Guilford County, North Carolina, hereby notifies all parties having claims against said Estate to present them to the attorney for the undersigned on or before June 3, 2024, 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 the 5th day of March 2023.

Joseph L Upperman, Executor
Ronald D. Payne II, Esq.
Apple Payne Law PLLC
900 Old Winston Road, Suite 212
Kernersville, NC 27284

March 5, 12, 19, 26, 2024

NORTH CAROLINA
FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified Executor of the Estate of David Randall Witcher, also known as David Witcher, 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 at the address below on or before June 5, 2024, 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 5th day of March, 2024.

Melinda Fulk
1701 Payne Rd
Lexington, NC 27295

March 5, 12, 19, 26, 2024