

Kernersville News Legal Notices

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Tuesday News, September 8, 2020

LEGALS

NOTICE TO CREDITORS

All persons, firms and corporations having claims against Mark A. Porter/Mark Allen Porter, deceased of Winston-Salem, Forsyth County, N.C., are notified to exhibit the same to the undersigned on or before November 19, 2020, or this notice will be pleaded in bar of recovery. Debtors of the decedent are asked to make immediate payment.

This the 18th day of August, 2020.

Dulcia G. Porter, Executor
c/o Margaret K. Winfield, Attorney
Jordan Price Wall Gray Jones & Carlton, PLLC
P.O. Box 10669
Raleigh, NC 27605-0669

August 18, 25, September 1, 8 2020

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of George W. Chandler, Jr., also known as George Wallace Chandler, Jr., George Chandler, Jr., and George Chandler, late of 299 Canterbury Trail, Winston-Salem, NC 27104, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 380 Knollwood Street, Suite 700, Winston-Salem, NC 27103, on or before the 20th day of November 2020, or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This, the 18th day of August, 2020.

Wells Fargo Bank, N.A.,
Executor for the Estate of
George W. Chandler, Jr.

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

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

August 18, 25, September 1, 8, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor for the Estate of D. David Keene, also known as Darrell David Keene, late of Forsyth County, NC, this is to notify all persons, firms and corporations having claims against the said decedent to exhibit them to the undersigned on or before November 20, 2020 or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate are notified to make immediate payment.

This the 18th day of August, 2020.

Donna N. Keene, Executor
of the Estate of D. David Keene
632 Browning Place
Winston-Salem, NC 27103

Send claims to:
Wells Law, Attorneys at Law
380 Knollwood Street, Suite 620
Winston-Salem, NC 27103
336-793-4378

August 18, 25, September 1, 8, 2020

NOTICE TO CREDITORS

Having qualified on August 17, 2020, as Executor of the Estate of John Bliss Musslewhite, deceased, late of Forsyth County, North Carolina, the undersigned does hereby notify all persons having claims against the estate of said decedent to exhibit them, duly verified, to the undersigned at the address below, or to his attorney, on or before November 25, 2020, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 21st day of August, 2020.

Edward Haskell Musslewhite, Executor of
the Estate of John Bliss Musslewhite
1068 Cripple Creek Ln.
Pinnacle, NC 27043

Gary J. Mills
Attorney at Law
214 East Marion Street
P. O. Box 1397
Pilot Mountain, NC 27041
(336) 368-2117

August 25, September 1, 8, 15, 2020

NORTH CAROLINA FORSYTH COUNTY NOTICE TO CREDITORS

Having qualified as Executor of the Estate of **William Henry Eberle, Jr.**, (a/k/a William H. Eberle, Jr., W.H. Eberle, Jr.) deceased, late of Forsyth County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to Robert A. Eberle, Executor c/o Wood & Rabil, LLP, 3600 Country Club Road, Suite 100, Winston-Salem, North Carolina, 27104, on or before the 27th day of November, 2020, or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 25th day of August, 2020.

Robert A. Eberle
Executor of the Estate

Submit payments or claims to:
William E. Rabil, Jr.
Attorney for the Estate
Wood & Rabil, LLP
3600 Country Club Road,
Suite 100
Winston-Salem, NC 27104
(336) 722-5700

August 25, September 1, 8, 15, 2020

Notice to Creditors

Having qualified as Executor of the Estate of William M. Blair, a/k/a William Marshall Blair, William Blair, Billy Marshall Blair, Billy M. Blair, Billy Blair, late of Forsyth 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 3rd day of December, 2020 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 1st day of September, 2020.

Terry B. Gaither, Executor
Estate of William M. Blair

Craige Jenkins Liipfert & Walker, LLP

September 1, 8, 15 & 22, 2020

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 Mark Fletcher for the Lakes Edge Group, LLC, which was dated May 31st,

LEGALS

2018 in Book 3407 at Page 3401-19 in the Forsyth County Public Registry, North Carolina. Default having been made of the note thereby secured by the Deed of Trust and the undersigned Substitute Trustee, Michael D. Nash, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on **September 14th, 2020, 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 a existing iron pin located within the eastern right-of-way line of New Walkertown Road (U.S. Highway 311, a 100-foot right-of-way), also being located at the southwestern corner of Lot 1 of the map of Fairway Park Estates as recorded in Plat Book 17, Page 145, Forsyth County Registry; thence with the southern boundary lines of Lots 1, 2, 3, 4 and 4A of said plat, South 67° 20' 18" East 979.98 feet to existing iron pin located at the southeastern corner of Lot 4A of said map, also being located within the western property line of that certain property now or formerly owned by the City of Winston-Salem (Tax Block 3193 Lot 011U); thence, along the western property line of the City of Winston-Salem the following six (6) courses and distances: South 02° 24' 38" West 495.55 feet to an existing iron pin; South 03° 32' 22" East 733.50 feet to a point; South 76° 57' 57" West 1,190.01 feet to a point; South 59° 48' 26" West 256.00 feet to an existing iron pin; North 59° 33' 34" West 173.00 feet to an iron; thence North 13° 55' 48" West 209.68 feet to an iron located within the southern right-of-way line of New Walkertown Avenue (a 60-foot public right-of-way); thence with the southern right-of-way line of New Walkertown Avenue North 22° 44' 00" East 1,782.34 feet to an iron located within said right-of-way line; thence North 67° 16' 00" West 60.00 feet to a point in the southern right-of-way line of New Walkertown Road (U.S. Highway 311, a 100-foot right-of-way); thence, with the southern right-of-way line of New Walkertown Road, North 22° 27' 27" East 47.27 feet to the point and place of BEGINNING, containing 46.02954 acres, more or less, all according to a survey for Vastu Investment, LLC by Thomas A. Riccio & Associates dated July 18, 2007.

Said property is commonly known as 301 Walkertown Avenue, Winston-Salem, North Carolina 27105. Parcel Number 6846-33-7127.00. 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 of record. Third party purchasers must pay the excise tax and the recording costs for their deed. To the best knowledge and belief of the undersigned, the current owner(s) of the property is/are Lakes Edge Group, LLC.

An order of possession of the property may be issued pursuant to N.C.G.S. § 45-21.29 (Notice where the Real Property is Residential with Less than 15 Rental Units) 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 not 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 (N.C.G.S. § 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 Substitute Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit, if any. 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 Substitute Trustee. If the validity of the sale is challenged by any party, the Substitute 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, if any. The purchaser will have no further remedy.

Richard L. Metcalf, Esq.
Attorney for the Substitute Trustee
P.O. Box 4491, Greensboro, NC 27404
336-355-8814

Michael D. Nash, Esq.
Substitute Trustee
110 John Wesley Way
Greensboro, North Carolina 27401
336-275-9358

September 1, 8, 2020

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No.20 SP 94 Substitute Trustee: Philip A. Glass

RE-NOTICE OF FORECLOSURE SALE

Date of Sale: September 17, 2020
Time of Sale: 12:00 p.m.
Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Ashley Dean Blue and Harold Dean Blue (TIC)
Address of Property: 1100 Mayview Court
Kernersville, NC 27284

Deed of Trust:
Book : 2918 Page: 3673
Dated: October 29, 2009
Grantors: Ashley Dean Blue, unmarried and Harold Dean Blue and wife, Nancy O. Blue
Original Beneficiary: State Employees' Credit Union

CONDITIONS OF SALE: Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real property with less than 15 rental units, including single-family residential real property: 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 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 not 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.

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Dated: 8/5/20

Philip A. Glass, Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Posted on 8/5/20

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot Number 12 as shown on the map of QUAILBROOK, as recorded in Plat Book 35, Page(s) 123 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a particular description.

September 8, 15, 2020

Notice to Creditors

Having qualified as Administrator of the Estate of Christopher Madison Felty, Sr., (aka Christopher M. Felty, Sr., Christopher M. Felty, Chris Felty), late of Forsyth 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 1st day of December, 2020 or this notice will be pleaded in bar of their recovery. All persons, firms, and corporations indebted to the said estate will please make immediate payment to the undersigned.

This the 1st day of September 2020.

Robin Michelle Waff, Administrator
Estate of Christopher Madison Felty, Sr.
c/o Craige Jenkins Liipfert & Walker, LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Liipfert & Walker, LLP

September 1, 8, 15, 22, 2020

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No. 20 SP 216 Substitute Trustee: Philip A. Glass

RE-NOTICE OF FORECLOSURE SALE

Date of Sale: September 17, 2020
Time of Sale: 12:00 p.m.
Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Heirs of Janet J. Estep
Address of Property: 680 Academy Street
Rural Hall, NC 27045

Deed of Trust:
Book : 3023 Page: 2103
Dated: September 30, 2011
Grantors: Janet J. Estep, Separated
Original Beneficiary: State Employees' Credit Union

CONDITIONS OF SALE: Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real property with less than 15 rental units, including single-family residential real property: 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 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 not 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.

Dated: 8/5/20

Philip A. Glass, Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Posted on 8/5/20

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot Number 24, as shown on the Map of SHASTA ACRES, as recorded in Plat Book 23, Page 14 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

September 8, 15, 2020

NORTH CAROLINA FORSYTH COUNTY

Special Proceedings No. 20 SP 406 Substitute Trustee: Philip A. Glass

NOTICE OF FORECLOSURE SALE

Date of Sale: September 17, 2020
Time of Sale: 12:00 p.m.
Place of Sale: Forsyth County Courthouse
Description of Property: See Attached Description
Record Owners: Ted F. Carter and Joshua L. Caudle
Address of Property: 4805 Candlelight Drive
Winston Salem, NC 27107

Deed of Trust:
Book : 3101 Page: 3397
Dated: January 10, 2013
Grantors: Ted F. Carter, unmarried and Joshua L. Caudle, unmarried
Original Beneficiary: State Employees' Credit Union

CONDITIONS OF SALE: Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay

the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real property with less than 15 rental units, including single-family residential real property: 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 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 not 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.

Dated: 8/19/20

Philip A. Glass, Substitute Trustee
Nodell, Glass & Haskell, L.L.P.

Posted on 8/19/20

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 69 as shown on the Map of Barneswood Estates as recorded in Plat Book 23, at Page 27 (2), in the Office of the register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

September 8, 15, 2020
