

Kernersville News Legal Notices

www.KernersvilleNews.com

Tuesday News, September 15, 2020

LEGALS

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

Craig Jenkins Liipfert & Walker, LLP

September 1, 8, 15 & 22, 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 mortgage 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 12 as shown on the map of QUILBROOK, 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

NORTH CAROLINA FORSYTH COUNTY

LEGALS

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 mortgage 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 mortgage 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

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

LEGALS

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 Craig Jenkins Liipfert & Walker, LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craig Jenkins Liipfert & Walker, LLP

September 1, 8, 15, 22, 2020

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Lucy Marie Dull Donadio, also known as Lucy Dull Donadio, Lucy Marie Dull, Lucy Dull, and Lucy Marie Donadio, late of 5925 Arden Drive, Clemmons, North Carolina 27012, 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 21st 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 15th day of September, 2020.

Sylvia J. McCready,
Executor for the Estate of
Lucy Marie Dull Donadio

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

September 15, 22, 29, October 6, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of David F. Shores, also known as David Francis Shores, 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 December 17, 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 15th day of September, 2020.

Craig L. Shores, Executor
of the Estate of David F. Shores
2650 Merry Oaks Trail
Winston-Salem, NC 27103

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

September 15, 22, 29, October 6, 2020

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Peggy Wiggs Ayscue, also known as Peggy W. Ayscue, 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 December 17, 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 15th day of September, 2020.

Steven O. Ayscue
of the Estate of Peggy Wiggs Ayscue
201 Southern Style Drive
Holly Springs, NC 27540

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

September 15, 22, 29, October 6, 2020

NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Billy J. Davis, also known as Billy Joe Davis, 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 December 17, 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 15th day of September, 2020.

Billy Keith Davis, Executor
of the Estate of Billy J. Davis
175 Bandler Court
Clemmons, NC 27012

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

September 15, 22, 29, October 6, 2020

AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by **Antonio Holland aka Antonio D. Holland and Pam Holland, husband and wife** dated May 10, 2004, and recorded May 12, 2004, in the Office of the Register of Deeds for Forsyth County, North Carolina, in Book **2470** at Page **1527**, securing a Loan Repayment and Security Agreement in the original principal amount of \$133,332.73, and because of default in the payment of the indebtedness thereby stipulations and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Forsyth County, in the City of Winston-Salem, North Carolina, on **September 30, 2020 at 11:00 a.m. O'clock**, all that certain parcel of land secured by the above-described Deed of Trust recorded in Book 2470 at Page 1527, situated in Forsyth County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein and briefly described in Deed Volume 2015, Page 698,

LEGALS

Tax Map or Parcel ID No.: Block 2594, Lots 01A and 01B.

ADDRESS SHOWN AS SECURITY ON THE NOTE AND DEED OF TRUST: **1205 Salem Lake Rd, Winston Salem, NC 27107.**

PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice is/are: Antonio Holland and wife, Pam Holland.

In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, an order for possession of the property may be issued pursuant to N.C.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 mortgage has not cured the default at the time the tenant provides the notice of termination. The notice shall also state upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Should the property be purchased by a third party, that person must pay the tax of forty-five cents per One Hundred Dollars (\$100.00) required by NCSG 7A-308 (a)(1), up to a maximum of Five Hundred Dollars (\$500.00). The property is being sold "as is and where is" with no representations or warranties of any type or kind being given or to be construed as being given or made; and, no title certification of any type or kind is being made or is to be construed as being made. The terms of the sale are that the real property hereinabove described will be sold for cash to the highest bidder and that the undersigned will require the successful bidder at the sale to immediately deposit cash or certified check in the amount of the greater of five percent (5%) of the amount of the bid or seven hundred and fifty dollars (\$750.00), whichever is greater. The real property hereinabove described will be sold subject to any unpaid taxes, prior encumbrances, if any, and special assessments.

The sale will be held open for ten (10) days for upset bids as by law required and will also be subject to a ten (10) day right of redemption or to the filing of a bankruptcy petition. In the event of an upset bid, redemption or the filing of a bankruptcy petition, or any other reason that the Substitute Trustee deems necessary to redo the sale, the bid deposit will be returned and no other remedies will be assertable.

18-SP-1341

This 18th day of August, 2020.
/s/ Rick D. Lail
Frances S. White or Rick D. Lail, either one of whom may act, Substitute Trustee
P.O. Box 30081
Charlotte, N.C. 28230-0081
(704) 817-8134

September 15, 22, 2020

NOTICE OF TIME AND PLACE FOR PUBLIC HEARING ON ANNEXATION OF A 1.292 ACRE TRACT KNOWN AS THE AVERITT PROPERTIES, INC. LOCATED AT 214 AND 216 SOUTH BUNKER HILL ROAD UPON PETITION OF AVERITT PROPERTIES, INC.

WHEREAS, the Board of Aldermen of the Town of Kernersville was petitioned on the 15TH day of July, 2020, to consider the annexation of certain property consisting of approximately 1.292 acres, more or less, presently known as The Averitt Properties, Inc. property located at 214 and 216 South Bunker Hill Road, as more fully described on Exhibits A and B, which were incorporated within a Resolution adopted by the Board of Aldermen on the 1st day of September, 2020, to consider such Annexation, and which property is furthermore set out on Exhibits A and B attached to this Notice, and which property is contiguous to the present municipal boundary of the Town of Kernersville, and

WHEREAS, the Town Clerk has certified to the Board of Aldermen as to the sufficiency of said Petition; and

WHEREAS, it is now necessary to set a time and place for a Public Hearing on the matter of Annexation of said property and to publish Notice thereof; and

WHEREAS, the Board of Aldermen on the 1st day of September, 2020, Resolved to give such Notice and did set a time and place for Public Hearing of the matter;

NOW, THEREFORE, TAKE NOTICE:

That a Public Hearing on the question of Annexation of the herein set forth property by the Town of Kernersville, being more particularly described in the attached Exhibits A and B, is hereby set at 7:00 p.m. in the Kernersville Council Chambers/District Courtroom, Town Hall, Kernersville, Forsyth County, North Carolina, and at <https://toknc.com/youtube> on the 6th day of October, 2020.

This the 1st day of September, 2020.

Keith Hooker, Town Clerk
Publication date: September 15, 2020

EXHIBIT A

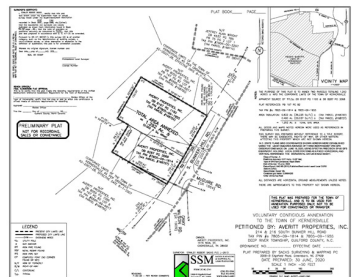
LEGAL DESCRIPTION - 0.002 SQUARE MILES, MORE OR LESS, TO BE ANNEXED INTO THE TOWN OF KERNERSVILLE (214 & 216 S. BUNKER HILL RD.):

Being all that certain tract or parcel of land, located in Deep River Township, Guilford County, North Carolina, which is more particularly described as follows:

BEGINNING at an iron pipe found in the westerly right-of-way line of South Bunker Hill Road [NCSR 2007], being the northeasterly corner of that property owned, now or formerly, by Averitt Properties, Inc. (Deed Book 8167, Page 1190, Guilford County Register of Deeds), said iron having North Carolina Grid Coordinates (NAD 83/2011) of North(y) = 859,959.89" and East(x) = 1,700,302.11", said iron lying South 31 deg. 12' 09" West a distance of 216.83 feet from an iron pipe found at the southeasterly corner of Lot 1 as shown in Plat Book 75, Page 2 of the Guilford County Register of Deeds Office; running thence with the westerly right-of-way line of South Bunker Hill Road the following two (2) courses and distances: 1) South 29 deg. 54' 39" West a distance of 150.09 feet to an iron pipe found; and 2) South 31 deg. 34' 40" West a distance of 100.13 feet to an iron pipe found, a corner with Lot 8 as shown in Plat Book 197 Page 82 in the Guilford County Register of Deeds Office; thence with the line of said Lot 8 the following five (5) courses and distances: 1) North 59 deg. 42' 06" West a distance of 200.44 feet to an iron pipe set; 2) North 31 deg. 39' 22" East a distance of 99.93 feet (passing a rebar found at a distance of 99.53 feet) to a point; 3) North 59 deg. 45' 29" West a distance of 41.05 feet to an iron pipe set; 4) North 29 deg. 50' 50" East a distance of 150.00 feet to an iron pipe set; and 5) South 59 deg. 46' 44" East a distance of 241.52 feet to the point and place of BEGINNING, containing 1.292 Acres (0.002 Square Miles), more or less, BEING all of that same property described in Deed Book 8167, Page 1190 and Deed Book 8287, Page 3068, both in the Guilford County Register of Deeds Office.

EXHIBIT B

LEGALS



NORTH CAROLINA FORSYTH COUNTY

NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Janet Carter Hendrix, also known as Janet C. Hendrix; Martha Janet Carter; Janet C. Simpson; Mrs. Richard F. Simpson; and Mrs. Nelson Hendrix, 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 office on or before December 15, 2020, 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 15th day of September, 2020.

Martha S. Sheehan
8323 Quarry Road
Charlotte, NC 28212

September 15, 22, 29, October 6, 2020