

Kernersville News

Legal Notices

www.KernersvilleNews.com

Tuesday News, November 23, 2021

LEGALS

STATE OF NORTH CAROLINA MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 21-S-767

DOROTHY H. SMITH,
Petitioner,

v.

CLYDE A. SLOAN, et al.

Respondents.

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

TO: Vernon Carr and all unknown, incompetent, or minor heirs

Take notice that a pleading seeking relief against you has been filed in the above-entitled special proceeding. The nature of the relief being sought is as follows: Petition for Surplus Proceeds.

You are required to make defense to such pleading no later than the scheduled hearing date of December 16, 2021 at 10:00 a.m. and upon seeing service against you will apply to the court for the relief sought.

You may attend the virtual hearing by using this link: <https://nccourts.webex.com/meet/meckhra.sh> OR by going to webex.com and entering meeting number 126 041 6713.

For any questions, contact my office at the number below.

This the 2nd day of November, 2021.

/s/ Karen S. Boardman

Karen S. Boardman, NC State Bar No. 39276
Sellers, Ayers, Dortch & Lyons, P.A.
301 S. McDowell Street, Suite 410
Charlotte, North Carolina 28204
Telephone: (704) 377-5050
Facsimile: (704) 339-0172

STATE OF NORTH CAROLINA MECKLENBURG COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 21-S-000767

Dorothy H. Smith,
Petitioner,

v.

Clyde A. Sloan, et al.
Respondents.

NOTICE OF HEARING

Take notice that the undersigned will bring the Petition for Surplus Proceeds on for hearing before the Clerk Presiding over the Superior Court of Mecklenburg County which shall be held virtually. You have the right to appear virtually before the Clerk on December 16, 2021 at 10:00 a.m.

You may attend the virtual hearing by using this link: <https://nccourts.webex.com/meet/meckhra.sh> OR by going to webex.com and entering meeting number 126 041 6713.

This the 2nd day of November, 2021.

LEGALS

/s/ Karen S. Boardman

Karen S. Boardman, NC State Bar No. 39276
Sellers, Ayers, Dortch & Lyons, P.A.
Attorneys for Petitioner
301 S. McDowell Street, Suite 410
Charlotte, North Carolina 28204
Telephone: (704) 377-5050
Facsimile: (704) 339-0172
Email: kboardman@sellersayers.com

November 9, 16, 23, 2021

STATE OF NORTH CAROLINA COUNTY OF FORSYTH

GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 19 CVS 6612

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust,
Plaintiff,

vs.

Devay T. Campbell; Sequoia L. Hudson, Heir of Devay T. Campbell a/k/a Devay Campbell; Springcastle Credit Funding Trust, through its Trustee Wilmington Trust, National Association; Trustee Services of Carolina, LLC; Household Realty Corporation,
Defendant(s).

AMENDED NOTICE OF JUDICIAL FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that Jeremy B. Wilkins, Commissioner, pursuant to the Order/Judgment entered in the above-captioned case on July 26, 2021 ("Order"), and by virtue of the appointment, power and authority contained in that Order, has been authorized and ordered to sell the property commonly known as 113 Jazer Ln, Winston Salem, NC 27105 ("Property"). Said Property is secured by the Deed of Trust executed by Devay Campbell, dated April 11, 2002 and recorded on April 15, 2002 in Book 2246 at Page 4925 and rerecorded/modified/corrected on July 26, 2021 in Book 3627, Page 4015 of the Forsyth County, North Carolina Registry. The Property shall be sold together with improvements located thereon, towards satisfaction of the debt due by Devay Campbell, and secured by the lien against such property in favor of U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust.

The Commissioner will offer for sale to the highest bidder at a public auction 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 **December 7, 2021 at 10:00 AM** the following described real property (including all improvements thereon) located in Forsyth County, North Carolina and described as follows:

ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF FORSYTH AND STATE OF NORTH CAROLINA, BEING DESCRIBED AS FOLLOWS: LOT NO. 41, GOSHEN PLACE, PHASE 2, BEING MORE FULLY DESCRIBED IN A DEED DATED 03/01/2000 AND RECORDED 03/07/2000, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 2107 AND PAGE 3039. TAX MAP OR PARCEL ID NO.: 6066-041

And being more particularly described as:

BEING all of Lot No. 41, of Goshen Place, Phase 2, as the same is platted, planned and recorded in Plat Book 35, Page 125, in the Office of the Register of Deeds of Forsyth County, North Carolina, which plat is a resubdivision of a portion of Kimberly-North Winston Urban Renewal Project N.C.R.-62, Section No. 8, recorded in Plat Book 28, Page 39, and re-recorded in Plat Book 34, Page 163, Forsyth County Registry.

The above described property will be sold, transferred and conveyed "AS IS, WHERE IS" subject to liens or encumbrances of record which are superior to such Deed of Trust, together with all unpaid taxes and assessments and any recorded releases. Neither the Commissioner nor the holder of the debt secured by such Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Commissioner or the holder of the debt make any representation 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 and any all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed. The Commissioner shall convey title to the property by non-warranty deed, without any covenants or warranties, express or implied.

An Order for possession of the property may be issued pursuant to G.S. 1-339.29 (c) in favor of the purchaser and against the party or parties in possession by the judge or 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. 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.

To the best of the knowledge and belief of the undersigned, the current record owners of the property as reflected on the records of the FORSYTH COUNTY Register of Deeds' office not more than ten (10) days prior to the date hereof are Devay Campbell.

A cash deposit of five percent (5%) of the purchasing 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 of bid in cash or certified check at the time the Commissioner tenders a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price of bid at that time, said bidder shall remain liable on said bid as provided for under North Carolina law.

The sale will be reported to the court and will remain open for advance or upset bids for a period of ten (10) days as required by law. If the Commissioner 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 Commissioner. If the validity of the sale is challenged by any party,

LEGALS

the Commissioner, in its sole discretion, if it believes 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.

JEREMY B. WILKINS,
Commissioner
5431 Oleander Drive, Suite 200
Wilmington, NC 28403
(910) 202-2800 Phone
(888) 207-9353 Facsimile

November 23, 30, 2021

Notice to Creditors

Having qualified as Administrator the Estate of Samuel Todd Brewer 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 9th day of February 2022 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 9th day of November 2021.

Samuel B. Brewer, Administrator
Estate of Samuel Todd Brewer
c/o Craige Jenkins Liipfert & Walker LLP
110 Oakwood Drive, Suite 300
Winston-Salem, NC 27103

Craige Jenkins Liipfert & Walker, LLP

November 9, 16, 23, 30, 2021

18 SP 808

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 William D. Grooms and Valarie R. Grooms to Gary L. Lackey, Trustee(s), which was dated December 23, 1997 and recorded on December 30, 1997 in Book 1979 at Page 2662, 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 **December 7, 2021 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:

BEING KNOWN AND DESIGNATED as Lot Number 40, as shown on the Plat of SALEM QUARTER, as recorded in Plat Book 38, Page 110 & 111, in the Office of the Register of Deeds of Forsyth County, North Carolina, to which reference 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 6818 Salem Quarter Road, Belevus Creek, NC 27009.

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 William D Grooms.

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 [NCCS § 45-21.15A(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.: 08-12278-FC03

November 23, 30, 2021

Kernersville News

Classifieds