

LEGAL ADVERTISING

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. 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 Robert W. Gould and wife, Stephanie Gould. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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.

Substitute Trustee Brock & Scott, PLLC Substitute Trustee Jeremy B. Wilkins, NCSB No. 32346, 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No. 10-17463-FC01, 743582 26-27C

NOTICE OF FORECLOSURE SALE

10 SP 198
NORTH CAROLINA,
HOKE COUNTY
Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by James M. Fogle and wife Hannah Fogle to The law offices of Daniel A. Fulco, PLLC, Trustee(s), which was dated May 3, 2005 and recorded on May 5, 2005 in Book 00667 at Page 0324, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 22, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Being all of Lot No. 37, in a subdivision known as Section One, Ridge Manor, according to a plat of same duly recorded in Slide 321, Page 3, Hoke County Registry, North Carolina.

Save and except any releases, deeds of release or prior convey-

ances of record. Said property is commonly known as 302 Ridge Manor Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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. 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 M. Fogle and wife, Hannah Fogle. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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.

Substitute Trustee Brock & Scott, PLLC Jeremy B. Wilkins, NCSB No. 32346, 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No. 10-17508-FC01, 743583 26-27C

AMENDED-NOTICE OF SALE

NORTH CAROLINA
HOKE COUNTY
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT
DIVISION
BEFORE THE CLERK
FILE NUMBER: 10-SP-185

IN RE: FORECLOSURE OF

THE DEED OF TRUST FROM

ALLEN L. LARSON, Grantor(s),

TO JAMES E. MCNEILL, Sub-

stitute Trustee.

UNDER AND BY VIRTUE

of the power of sale contained in

that certain Deed of Trust ("Deed

of Trust") executed by Allen L.

Larson, dated December 7, 2007,

and recorded in Book 788, Page

188 in the Office of the Register

of Deeds of Hoke County, North

Carolina; and by virtue of the au-

thority vested in the undersigned

Substitute Trustee appointed in

that certain Substitution of Trust-

ee, recorded in Book 958, Page

959 in the Office of the Register

of Deeds of Hoke County; and

by virtue of that certain Order

Authorizing Foreclosure entered

by the Clerk of Superior Court of

Hoke County on August 19, 2010

in File Number 10-SP-185; and

because of default in payment of

the indebtedness secured by said

Deed of Trust and the same by its

terms being subject to foreclosure; and holder of the indebtedness secured by said Deed of Trust having demanded foreclosure of the Deed of Trust for the purpose of satisfying said indebtedness; and due and lawful notice having been given to all parties entitled to such notice, the undersigned Substitute Trustee, in accordance with the provisions of the Deed of Trust and as otherwise provided by law, will expose for sale at public auction to the highest bidder, for cash, at the Courthouse in Raeford, Hoke County, North Carolina in the location of the posting of this Notice, at 12:00 p.m. on September 22, 2010 the property described in the Deed of Trust together with any other unencumbered improvements which may be situated on the property, said property being owned of record by Allen L. Larson. The property is more particularly described as follows:

See Attached Exhibit "A"
Exhibit A

Beginning at an iron pipe on the southern margin of Old Wire Road S.R. 1105 said iron pipe being located south 20 degrees 39 minutes 22 seconds east 30 feet from _" pipe in the center of S.R. 1105 said point being the northwest corner of the tract of which this is part and being shown on a deed recorded in Book 306, Page 648 Hoke County Registry.

Thence South 20°39'22" East a distance of 315.51 feet to a point for corner; thence South 32°05'00" East a distance of 329.20 feet to a point for corner; thence South 06°27'00" West a distance of 605.56 feet to a point for corner; thence South 77°54'00" West a distance of 341.69 feet to a point for corner; thence South 20°05'00" West a distance of 485.29 feet to a point for corner; thence South 82°03'00" West a distance of 305.63 feet to a point for corner; thence North 71°25'00" West a distance of 57.94 feet to a point for corner; thence North 20°58'00" East a distance of 726.00 feet to a point for corner; thence South 73°04'21" East a distance of 248.76 feet to a point for corner; thence North 65°24'00" East a distance of 41.65 feet to a point for corner; thence North 24°36'00" West a distance of 996.40 feet to a point on the southern margin of the Old Wire Road, S.R. 1105; thence North 69°06'13" East a distance of 555.94 feet to a point which is the POINT OF BEGINNING, and containing 18.19 acres of land.

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/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Trustee or the holder of the note make any representations or warranties 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 and all responsibilities or liabilities arising out of or in any way relating to any such condition are disclaimed expressly.

The sale will be made subject to: (1) all valid and enforceable Deeds of Trust, liens and encumbrances existing prior to the recording of the Deed of Trust referenced herein, (2) any liens or claims for unpaid taxes for previous years and for the current year, if applicable, and (3) assessments outstanding or imposed against the property. The successful bidder at the sale may be required to make an immediate cash deposit of the greater of five percent (5%) of the bid amount or Seven Hundred Fifty Dollars (\$750.00).

This the 3rd day of September, 2010.

SUBSTITUTE TRUSTEE
James E. McNeill
Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC
Attorneys at Law
135 Applecross Rd.
Turnberry Wood
Pinehurst, North Carolina 28374
Tel: 910.692.5100
Fax: 910.692.2259
26-27C

LEGALS

NOTICE OF FORECLOSURE SALE

10 SP 199
NORTH CAROLINA,
HOKE COUNTY
Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Robert W. Gould by his Attorney-in-Fact Stephanie Gould, a married person and wife Stephanie Gould to H. Terry Hutchens, Trustee(s), which was dated May 24, 2005 and recorded on May 31, 2005 in Book 00670 at Page 0665, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 22, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Being All Of Lot 218, In Subdivision Known As Mcdougald Downs, Section Nine, Part Three, And Thesame Being Duly Recorded In Plat Cabinet 2, Slide 2-26, Map 3, Hoke County Registry, North Carolina

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 2439 Ohara Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash

LEGAL ADVERTISING

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF ALICE MCKIVER 10 E 120

All persons, firms and corporations having claims against Alice McKiver, deceased, are hereby notified to exhibit them to Monty R. Flynn as Executor of the Estate of the decedent at 4508 Bamerick Rd., Jamesville, New York 13078 on or before the 10th day of December, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 25th day of August, 2010.

Monty R. Flynn, Executor of the Estate of Alice McKiver Willcox, McFadyen, Fields & Sutherland Attorneys At Law 112 E. Edinborough Avenue Raeford, North Carolina 28376 24-27C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF MICHAL DURKOT File No. 10 E 104

All persons, firms and corporations having claims against Michal Durkot, deceased, are hereby notified to exhibit them to Michal John Durkot, Executor of the Estate of the decedent at 703 Swift Creek Rd., Raeford, NC 28376 on or before the 10th day of December, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 25th day of August, 2010.

Michal John Durkot, Executor of the Estate of Michal Durkot 703 Swift Creek Rd. Raeford, North Carolina 28376 24-27C

NOTICE OF FORECLOSURE SALE 10 SP 47 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Tamika L. Richmond, unmarried to William R Echols, Trustee(s), which was dated September 28, 2006 and recorded on October 5, 2006 in Book 00733 at Page 0850, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 22, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Being all of lot 354 in a subdivi-

sion known as Somerset, Section Six, Part Two, and the same being duly recorded in Plat Cabinet 3, Slide 3-22, Map 1, Hoke County Registry, North Carolina. Property Address: 270 Falling Leaf Drive, Raeford, NC 28376

Parcel Identification No. 4945 70 001365

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 270 Fallingleaf Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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. 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 Tamika L. Richmond. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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.

Substitute Trustee Brock & Scott, PLLC Jeremy B. Wilkins, NCSB No. 32346, 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No. 10-01112-FC01, 743038 26-27C

**NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT
DIVISION
HOKE COUNTY
10 SP 201
IN THE MATTER OF THE
FORECLOSURE OF A DEED
OF TRUST EXECUTED BY
MARK S. WATSON AND
MARIA C. WATSON DATED
NOVEMBER 22, 2006 AND
RECORDED IN BOOK 740
AT PAGE 395 IN THE HOKE
COUNTY PUBLIC REGISTRY,
NORTH CAROLINA**

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 10:00 AM on September 10, 2010 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

Being all of Lot 190, in a subdivision known as Somerset, Section Four, according to a plat of the same duly recorded in Plat Cabinet 2, Slide 2-100, Map 008 (sheet 1 of 2) Hoke County Registry, North Carolina. This conveyance is made subject to restrictive covenants, easements and rights of way of record.

And Being more commonly known as: 115 Sand Dollar Ct, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Mark S. Watson.

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.

**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 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 August 20, 2010.
10-004873

Grady I. Ingle Or Elizabeth B. Ells Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/25-26C>

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK FILE NUMBER 10-SP-185 NORTH CAROLINA HOKE COUNTY

**IN RE: FORECLOSURE OF
THE DEED OF TRUST
FROM ALLEN L. LARSON,
Grantor(s), TO JAMES E.
MCNEILL, Substitute Trustee.**

UNDER AND BY VIRTUE OF the power of sale contained in that certain Deed of Trust ("Deed of Trust") executed by Allen L. Larson, dated December 7, 2007, and recorded in Book 788, Page 188 in the Office of the Register of Deeds of Hoke County, North Carolina; and by virtue of the authority vested in the undersigned Substitute Trustee appointed in that certain Substitution of Trustee, recorded in Book

958, Page 959 in the Office of the Register of Deeds of Hoke County; and by virtue of that certain Order Authorizing Foreclosure entered by the Clerk of Superior Court of Hoke County on August 19, 2010 in File Number 10-SP-185; and because of default in payment of the indebtedness secured by said Deed of Trust and the same by its terms being subject to foreclosure; and holder of the indebtedness secured by said Deed of Trust having demanded foreclosure of the Deed of Trust for the purpose of satisfying said indebtedness; and due and lawful notice having been given to all parties entitled to such notice, the undersigned Substitute Trustee, in accordance with the provisions of the Deed of Trust and as otherwise provided by law, will expose for sale at public auction to the highest bidder, for cash, at the Courthouse in Carthage, Moore County, North Carolina in the location of the posting of this Notice, at 12:00 p.m. on September 13, 2010 the property described in the Deed of Trust together with any other unencumbered improvements which may be situated on the property, said property being owned of record by Allen L. Larson. The property is more particularly described as follows:

See Attached Exhibit "A"
Exhibit A

Beginning at an iron pipe on the southern margin of Old Wire Road S.R. 1105 said iron pipe being located south 20 degrees 39 minutes 22 seconds east 30 feet from 1/2" pipe in the center of S.R. 1105 said point being the northwest corner of the tract of which this is part and being shown on a deed recorded in Book 306, Page 648 Hoke County Registry.

Thence South 20°39'22" East a distance of 315.51 feet to a point for corner; thence South 32°05'00" East a distance of 329.20 feet to a point for corner; thence South 06°27'00" West a distance of 605.56 feet to a point for corner; thence South 77°54'00" West a distance of 341.69 feet to a point for corner; thence South 20°05'00" West a distance of 485.29 feet to a point for corner; thence South 82°03'00" West a distance of 305.63 feet to a point for corner; thence North 71°25'00" West a distance of 57.94 feet to a point for corner; thence North 20°58'00" East a distance of 726.00 feet to a point for corner; thence South 73°04'21" East a distance of 248.76 feet to a point for corner; thence North 65°24'00" East a distance of 41.65 feet to a point for corner; thence North 24°36'00" West a distance of 996.40 feet to a point on the southern margin of the Old Wire Road, S.R. 1105; thence North 69°06'13" East a distance of 555.94 feet to a point which is the POINT OF BEGINNING, and containing 18.19 acres of land.

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/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Trustee or the holder of the note make any representations or warranties 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 and all responsibilities or liabilities arising out of or in any way relating to any such condition are disclaimed expressly.

The sale will be made subject to: (1) all valid and enforceable Deeds of Trust, liens and encumbrances existing prior to the recording of the Deed of Trust referenced herein, (2) any liens or claims for unpaid taxes for previous years and for the current year, if applicable, and (3) assessments outstanding or imposed against the property. The successful bidder at the sale may be required to make an immediate cash deposit of the greater of five percent (5%) of the bid amount or Seven Hundred Fifty Dollars (\$750.00).

This the 19th day of August 2010.
SUBSTITUTE TRUSTEE
James E. McNeill
Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC
Attorneys at Law
135 Applecross Rd.
Tumblewood
Pinehurst, North Carolina 28374
Tel: 910.692.5100
Fax: 910.692.2259
25-26C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 10SP150

**IN THE MATTER OF
THE FORECLOSURE OF A
DEED OF TRUST EXECUTED
BY KARSTEN D. ANDERSON
AND DAWN A. ANDERSON
DATED AUGUST 8, 2002
AND RECORDED IN BOOK
515 AT PAGE 20 IN THE HOKE
COUNTY PUBLIC REGISTRY,
NORTH CAROLINA**

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 12:00 pm on September 15, 2010 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows: Being all of Lot 127 in a Subdivision known as McDougald Downs, Section Eight, according to a Map of same duly recorded on Slide 358, Maps 7 and 8, Hoke County Registry, North Carolina. And Being more commonly known as: 2313 Quigley Dr, Raeford, NC 28376 The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Karsten D. Anderson and Dawn A. Anderson. 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. **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 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 August 16, 2010.
Grady I. Ingle Or Elizabeth B. Ells Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107 <http://shapiroattorneys.com/nc/10-002941> ASAP# 3697635 25-26C

AMENDED NOTICE OF FORECLOSURE SALE 10 SP 83 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ronald Keith Mc Swain, single to Loan Guaranty Officer, M.D. Parker, Trustee(s), which was dated April 3, 1998 and recorded on April 3, 1998 in Book 388 at Page 820, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 22, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

PIN 9444-06-01-056 BEING all of Lot 23, Oakton Subdivision, Section One, Plat Book 339, Page 6, Hoke County Registry. Together with improvements located thereon; said property being located at 213 Oaktree Drive, Raeford, North Carolina. Being the same property described in that Deed recorded in 0370, Page 0118, Office of the Register of Deeds, Hoke County, NC.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 213 Oaktree Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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. 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 Ronald Keith Mc Swain. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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. Substitute Trustee Brock & Scott, PLLC Jeremy B. Wilkins, NCSB No. 32346, 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No. 10-05604-FC01, 738695 26-27C

LEGAL DEADLINE:

**NOON FRIDAY
PRIOR TO
PUBLICATION
DATE**

E-mail legals to:
robin@thenews-journal.com

LEGAL ADVERTISING

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF WILLIAM WAYNE LENTZ 10 E 112

All persons, firms and corporations having claims against William Wayne Lentz, deceased, are hereby notified to exhibit them to Betty B. Lentz as Executrix of the Estate of the decedent at 831 East Donaldson Avenue, Raeford, North Carolina 28376 on or before the 15th day of December, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 1st day of September, 2010.

Betty B. Lentz, Executrix
of the Estate of William Wayne
Lentz
Willcox, McFadyen, Fields &
Sutherland
Attorneys At Law
112 E. Edinborough Avenue
Raeford, North Carolina 28376
25-28C

NOTICE OF FORECLOSURE SALE 10 SP 203

Under and by virtue of the power of sale contained in a certain Deed of Trust made by CAC Investments, LLC to Arlie Jacobs, Trustee(s), dated the 28th day of September, 2007, and recorded in Book 00781, Page 0164, in Hoke County Registry, North Carolina, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Hoke 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 in the City of Raeford, Hoke County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on September 16, 2010 and will sell to the highest bidder for cash the following real estate situated in the County of Hoke, North Carolina, and being more particularly described as follows:

Being all of Lot 12, Woodland Subdivision, Section IV, according to a plat of same duly recorded in Plat Cabinet 2-57, Slide 3, Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 122 Franklin Drive, Raeford, North Carolina.

Subject to Restrictive Covenants, Easements, and Rights-of-Way of record.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23.

Should the property be purchased by a third party, that person must pay the tax of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by NCGS §7A-308(a)(1).

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/security agreement, or both, 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 being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A cash deposit or cashier's check (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.

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 upon 10 days' written notice to the landlord. 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.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This 26th day of August, 2010.
SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE
Law Firm of Hutchens, Senter & Britton, P.A.
Attorneys for Substitute Trustee Services, Inc.
P.O. Box 1028
4317 Ramsey Street
Fayetteville, North Carolina 28311
<http://sales.hsbfirm.com>
Case No: 1037013
25-26C

NOTICE OF FORECLOSURE SALE 10 SP 184 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Charles McEachern and wife, Lola McEachern to William R Echols, Trustee(s), which was dated December 14, 2005 and recorded on December 19, 2005 in Book 00697 at Page 0086, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 10, 2010 at 12:00PM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

BEING all of Lot 85 in a subdivision known as McDougald Downs, Section Six, according to a plat of same duly recorded in Plat Slide 321, Map 2, Hoke County Registry, North Carolina.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 1307 Clan Campbell Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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. 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 Lola McEachern. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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.

Substitute Trustee Brock & Scott, PLLC
Jeremy B. Wilkins, NCSB No. 32346,
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No. 10-00299-FC01, 739849
25-26C

AMENDED NOTICE OF FORECLOSURE SALE 09 SP 281 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Levern Townsend, Married, Acting As A Free Trader and Le Marr Townsend, Unmarried to Joel S Jenkins, Jr., Trustee(s), which was dated March 31, 2008 and recorded on April 4, 2008 in Book 00802 at Page 0284, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 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 10, 2010 at 12:00PM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Being all of Lot 76, in a subdivision known as Potters Ridge, Phase Two, according to a plat of the same being duly recorded in Plat Cabinet 3, Slide 3-48, Map 8, Hoke County Registry, North Carolina.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 301 Gatsby Drive, Raeford, NC 28376. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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. 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 Levern Townsend and Le Marr Townsend. 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 upon 10 days' written notice to the landlord. The notice shall also state that 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.

Substitute Trustee Brock & Scott, PLLC
Jeremy B. Wilkins, NCSB No. 32346,
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No. 09-21846-FC01, 735911
25-26C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE COUNTY OF HOKE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF WILLIAM HENDERSON BECKWITH 10 E 125

All persons, firms and corporations having claims against William Henderson Beckwith, deceased, are hereby notified to exhibit them to Larry Dwayne Beckwith, Executor of the Estate of the decedent at 3111 Hwy 401 Bus., Raeford, NC 28376 on or before the 15th day of December, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 1st day of September, 2010.

Larry Dwayne Beckwith, Executor
of the Estate of William Henderson Beckwith
3111 Hwy 401 Bus.
Raeford, NC 28376
25-28P

**NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT
DIVISION
HOKE COUNTY
10 SP 197
IN THE MATTER OF THE
FORECLOSURE OF A DEED**

**OF TRUST EXECUTED BY
ANDREW SHAW AND ANNIE
HARRIS DATED JULY 2, 1998
AND RECORDED IN BOOK
395 AT PAGE 515 IN THE HOKE
COUNTY PUBLIC REGISTRY,
NORTH CAROLINA**

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 12:00 PM on September 14, 2010 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron in the western edge of Reaves Street, said stake being North 52 degrees 30 minutes East 126.8 feet from the Northeast corner of the intersection of Reaves Street with said St. Pauls Drive, and running from said beginning point North 46 degrees 00 minutes West 151.5 feet to an iron, Kinlaw's old corner; thence South 82 degrees 30 minutes East 151.3 feet to an iron in the edge of Reaves Street which iron is South 1 degree 30 minutes West 222.4 feet from the southern edge of Central Avenue; thence as and with the edge of Reaves Street with a curve whose chord is South 25 degrees 30 minutes West 94 feet to the point of BEGINNING.

And Being more commonly known as: 105 Reaves St, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Andrew Shaw and Annie Harris aka Annie M. Harris.

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.

**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 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 August 24, 2010.
04-65209
Grady I. Ingle Or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/25-26C>

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 10 sp 202

**IN THE MATTER OF THE
FORECLOSURE OF A DEED
OF TRUST EXECUTED BY
ROBERT L. JONES AND LESA
M. JONES DATED AUGUST
20, 2004 AND RECORDED
IN BOOK 633 AT PAGE 265
IN THE HOKE COUNTY
PUBLIC REGISTRY, NORTH
CAROLINA**

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 12:00 PM on September 14, 2010 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

Being all of Lot No. 17 & 18 as shown on map entitled "Property of R.C. Chance & A.B. Sanders," dated October, 1963, drawn by J.P. McMillan, Jr., R.S. and recorded in Hoke County Registry, Plat Book 5, Page 23.

And Being more commonly known as: 452 Davis Bridge Rd, Parkton, NC 28371

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Robert L. Jones.

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.

**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 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 August 24, 2010.
10-006190
Grady I. Ingle Or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/25-26C>