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NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 12sp29

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BETHINA LILLY AND CHARLES JONES LILLY DATED NOVEMBER 30, 2004 AND RECORDED IN BOOK 646 AT PAGE 542 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 12:00PM on December 12, 2017 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. 6 of White Pines Subdivision as depicted on that certain Map or Plat recorded in Plat Slide 2-100, Map 003 in the Office of the Register of Deeds of Hoke County.

And Being more commonly known as: 186 Richie Lane, Aberdeen, NC 28315

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Bethina Lilly and Charles Lilly.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD 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 November 17, 2017.
11-022808
Jonathan Blake Davis
Attorney for the Substitute Trustee
10130 Perimeter Parkway, Suite 400 Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/39-40C>

THIRD AMENDED NOTICE OF FORECLOSURE SALE 16-SP-190

Under and by virtue of the power of sale contained in a certain Deed of Trust made KRISTOPHER KELTON AKA KRISTOPHER C. KELTON to PHILIP E. GREER, Trustee(s), dated the 21ST day of MARCH, 2005 and recorded in BOOK 662, PAGE 395, 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, ANDERSON & STRICKLAND, P.A., 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 at 11:00 A.M. ON DECEMBER 14TH, 2017, 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: LYING AND BEING IN McLaughlin Township, Hoke County, North Carolina, and BOUNDED on the North by Highway No. 1422 that leads from Arabia to Rockfish, Hardin on the East and South, and Raeford Power and Manufacturing Company on the West.

BEGINNING at a stake in the Southern right of way of Highway No.

1422, a corner of Raeford Power and Manufacturing Company property in the Western line of that 44.5 acre tract described in Book 82, Page 470 of the Hoke County Public Registry; thence with the Western line of said 44.5-acre tract South 19 degrees 20 minutes West 186 feet; thence a new line, North 74 degrees 00 minutes East 207 feet to an iron; thence North 16 degrees 00 minutes West 150 feet to an iron in the Southern right of way of Highway No. 1422; thence South 74 degrees 00 minutes West 100 feet with the right of way to the point of BEGINNING, and containing 0.5 acre, more or less. This being the same property conveyed to Curtis Hardin by Deed from Joe Troxell and wife Pong O. Troxell, recorded in Book 294, Page 815 of the Hoke County Public Registry to which reference is hereby made.

Said property being located at: 4994 PHILLIPPI CHURCH ROAD, RAEFORD, NC 28376

PRESENT RECORD OWNER BEING: KRISTOPHER KELTON

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. 45-21.23. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Should the property be purchased by a third party, that person must pay the statutory final assessment fee of forty-five cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. 7A-308 (a) (1), and any applicable county and/or state land transfer tax and/or revenue tax. 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 of the purchase price so bid, at that time he shall remain liable on his bid as provided for in N.C.G.S. 45-21.30(d) and (e). 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 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 and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. 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. That 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 not more than 90 days, after the sale date contained in the Notice of Sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. 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. N.C.G.S. 45-21.16(b)(2).

This the 9th day of November, 2017.
Michael W. Strickland, as Attorney for and President of ANDERSON & STRICKLAND, P.A., Substitute Trustee
210 East Russell Street, Suite 104 Fayetteville, North Carolina 28301
(910) 483-3300
39-40C

**NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
HOKE COUNTY
17SP209**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY THOMAS JOEL LEE AND MAUREEN RENEE LEE DATED JANUARY 10, 2007 AND RECORDED IN BOOK 746 AT PAGE 177 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 12:00PM on December 12, 2017 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 stake in the southern margin of secondary road number 1003 said stake being North on the East and South and South 4 degrees 45 minutes West 60.07 feet from the point at which the eastern boundary of the property described in the deed to LaFayette Enterprises,

Inc., as recorded in Deed Book 165 Page 599 crosses the northern margin of secondary road number 1003; thence running for a first call South 4 degrees 45 minutes West 650 feet to a point; thence North 75 degrees West 235 feet to a point; thence North 4 degrees 45 minutes East 650 feet to a point in the southern margin of secondary road 1003; thence South 75 degrees East 235 feet with the southern margin of said road to the beginning and containing 3.45 acres more or less.

And Being more commonly known as: 7950 Arabia Rd, Lumber Bridge, NC 28357

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Maureen Renee Lee.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD 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 written notice 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 notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November 21, 2017.
Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400 Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/12-024319>
39-40C

NOTICE OF FORECLOSURE SALE 17 SP 154 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Bryan Reyes and Erinne Reyes to Joel S. Jenkins, Jr/ The Real Estate Law Firm, Trustee(s), which was dated February 13, 2015 and recorded on February 18, 2015 in Book 01104 at Page 0992, Hoke 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 12, 2017 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 89 (Corner Lot), in a subdivision known as CORRECTIVE PLAT OF COPPER CREEK NORTH, and the same being duly recorded in Plat Cabinet 3, Slide 3-42, Map 6, Hoke County Registry, North Carolina.

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

Said property is commonly known as 115 North Copper Creek Drive, Raeford, NC 28376.

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. **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 Bryan Reyes and wife, Erinne Reyes.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Trustee Services of Carolina, LLC Substitute Trustee Brock & Scott, PLLC Attorneys for Trustee Services of Carolina, LLC 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No.: 17-09146-FC01 39-40C

NOTICE OF FORECLOSURE SALE 17 SP 192 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Noel L. Ross to D. Douglas Barfield, Trustee(s), which was dated May 13, 2004 and recorded on May 19, 2004 in Book 00616 at Page 0763, Hoke 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 12, 2017 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. 14 according to a plat entitled Hobson Place, Phase Two, Plat of same duly recorded on Slide 397, Plat 005, Hoke County Registry, North Carolina and being the same property conveyed to Grantor by Deed recorded in Book 362, Page 397, aforesaid registry.

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

Said property is commonly known as 158 Hobson Court, Raeford, NC 28376.

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. **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 Noel L. Ross.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90

days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(2)]. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Trustee Services of Carolina, LLC Substitute Trustee Brock & Scott, PLLC Attorneys for Trustee Services of Carolina, LLC 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No.: 16-15916-FC03 39-40C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 12sp29

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BETHINA LILLY AND CHARLES JONES LILLY DATED NOVEMBER 30, 2004 AND RECORDED IN BOOK 646 AT PAGE 542 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 12:00PM on December 12, 2017 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. 6 of White Pines Subdivision as depicted on that certain Map or Plat recorded in Plat Slide 2-100, Map 003 in the Office of the Register of Deeds of Hoke County.

And Being more commonly known as: 186 Richie Lane, Aberdeen, NC 28315

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Bethina Lilly and Charles Lilly.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD 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 written notice 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 notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is November 10, 2017.
Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400 Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/11-022808>
39-40C

LEGAL

NOTICE OF FILING OF ADOPTION

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
In the General Court of Justice
District Court Division

File No. 17 SP 1647

IN THE MATTER OF:
BABY HARKNESS

A minor child, JONATHAN THOMAS JAMES HARKNESS and KASEY JOYCE HARKNESS, Petitioners vs. PHILIP ALLEN PASTERNAK, Respondent.
TO: PHILIP ALLEN PASTERNAK, 250 Saint Matthews Church Road, Raeford, NC 28376

COMES NOW, the Petitioners Jonathan Thomas James Harkness and Kasey Joyce Harkness the Court pursuant to N.C.G.S. 48-2-401 here by makes notice to the Respondent, Philip Allen Pasternak, the following:

Myra Kennedy, the biological mother, will give birth to a child on February 4, 2018. You have been identified as the biological father. It is the intention of the biological mother to place the child for adoption. It is her belief that your consent to the adoption of this child is not required. If you believe your consent to this child is required pursuant to G.S. 48-3-601, you must notify the court in writing no later than 30 (thirty) days from the date you received this notice that you believe your consent is required. A copy of your notice to the court must be sent to the person or agency that sent you this notice which is Debra J. Radtke, Attorney at Law, 1015 Arsenal Avenue, Fayetteville, North Carolina 28305. If you fail to notify the court within 30 (thirty) days that you believe your consent is required, the court will rule that your consent is not required.

PLEASE TAKE NOTICE that you must file a response to the petition within 30 (thirty) days after service of this notice to you in order to participate in and receive further notice of the proceeding, including any notice of the time and place of any hearing.

This the 27th day of November, 2017.

Debra J. Radtke
HEDAHL & RADTKE
1015 Arsenal Avenue
Fayetteville, NC 28305
910-323-5430
41-43P

LEGAL ADVERTISING

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CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF SARAH ESTELLE MAXWELL 17 E 244

All persons, firms and corporations having claims against Sarah Estelle Maxwell, deceased, are hereby notified to exhibit them to Patricia M. Walker, Executrix, of the estate of the decedent at 2109 Brownstone Rd., Sanford, NC 27330, on or before the 8th day of March, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 6th day of December, 2017.
Patricia M. Walker, Executrix
Of the estate of Sarah Estelle Maxwell
2109 Brownstone Rd.
Sanford, NC 27330
40-43P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF NANCY PITTMAN MOLCHAN 17 E 264

All persons, firms and corporations having claims against Nancy Pittman Molchan, deceased, are hereby notified to exhibit them to Dawn M. Wilkie, Administratrix, of the estate of the decedent at 4696 Pittman Grove Church Rd. Raeford, NC 28376, on or before the 8th day of March, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 6th day of December, 2017.
Dawn M. Wilkie, Administratrix
Of the estate of Nancy Pittman Molchan
4696 Pittman Grove Church Rd.
Raeford, NC 28376
40-43P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF PATRICIA ANITA CHAMBERS 17 E 94

All persons, firms and corporations having claims against Patricia A. Chambers, deceased, are hereby notified to exhibit them to Elizabeth Wright, Administratrix, of the estate of the decedent at 771 Bostic Rd., Raeford, NC 28376, on or before the 24th day of February, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 22nd day of November, 2017.
Elizabeth Wright, Administratrix
Of the estate of Patricia Anita Chambers
771 Bostic Rd.
Raeford, NC 28376
38-41P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF TERRENCE LAWRENCE RICHARDS 17 E 252

All persons, firms and corporations having claims against Terrence L. Richards, deceased, are hereby notified to exhibit them to Christopher Richards, Executor, of the estate of the decedent at 706 Franklin Ave., Lumberton, NC 28358, on or before the 24th day of February, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 22nd day of November, 2017.
Christopher Richards, Executor
Of the estate of Terrence Lawrence Richards
706 Franklin Ave.
Lumberton, NC 28358
38-41P

LEGAL NOTICE NOTICE OF PUBLIC HEARING HOKE COUNTY, NORTH CAROLINA

NOTICE IS HEREBY GIVEN, pursuant to G.S. 153A-323, that the following Public Hearings will be held before the Hoke County Planning Board on Thursday, November 9, 2017, at 7:00 pm, at the Pratt Building, 227 N. Main Street, Raeford, NC, for the purpose of hearing the following:

Application for Conditional Use CU 17-3 submitted by Thomas McFadyen/Biju George for the use of Convenience Store at the approximately 3.0 acre parcel located at 1661 Rockfing Rd. The property is more specifically identified as Parcel Identification Number Portion of (PIN) 494550301008. The property is currently zoned Residential Agricultural (RA-20)

All interested citizens are invited to attend this hearing and be heard. Changes may be made in the advertised proposal, which reflect information presented at the hearing. The above listed items may be viewed in the Planning Department, 423 E. Central Avenue, Raeford, NC. Jacqueline Lowery, Zoning Clerk 39-40C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 16SP210

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY BRANDON K. DOWNS DATED JANUARY 26, 2012 AND RECORDED IN BOOK 00973 AT PAGE 0169 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 10:00AM on December 19, 2017 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. 77, in a subdivision known as Copper Creek, according to a plat of the same duly recorded in Plat Cabinet 3, Slide 3-47, Map 005, Hoke County Registry, North Carolina.

And Being more commonly known as: 133 Copper Creek Dr, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Brandon K. Downs.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice 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 notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination. The date of this Notice is November 28, 2017.

Grady I. Ingle or Elizabeth B. Ells Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/15-068352>
40-41C

LEGAL NOTICE NOTICE OF PUBLIC HEARING HOKE COUNTY, NORTH CAROLINA

NOTICE IS HEREBY GIVEN, pursuant to G.S. 153A-323, that the following Public Hearings will be held before the Hoke County Board of Adjustment on Thursday, December 7, 2017, at 7:00 pm, at the Pratt Building, 227 N. Main Street, Raeford, NC, for the purpose of hearing the following:

Application for Conditional Use Permit CU-17-11 submitted by William Wright for a Class B Manufactured Home to be located at 450 Trudeau Ave also known as Parcel Identification Number (PIN) 694150001182. The property is approximately one (0.46) acre and is located within the Residential Agricultural (RA-20) Zoning District.

All interested citizens are invited to attend this hearing and be heard. Changes may be made in the advertised proposal, which reflect information presented at the hearing. The above listed items may be viewed in the Planning & Zoning Department, 423 E. Central Avenue, Raeford, NC. Jacqueline Lowery, Zoning 39-40C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF GARY LEE DANIELS 17 E 209

All persons, firms and corporations having claims against Gary Lee Daniels, deceased, are hereby notified to exhibit them to Barbara M. Daniels, Executrix, of the estate of the decedent at 217 W Edinborough Ave., Raeford, NC 28376, on or before the 24th day of February, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 22nd day of November, 2017.
Barbara M. Daniels, Executrix
Of the estate of Gary Lee Daniels
217 W. Edinborough Ave.
Raeford, NC 28376
38-41P

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 17SP208

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY CHRISTOPHER P. YATES DATED NOVEMBER 30, 2006 AND RECORDED IN BOOK 741 AT PAGE 28 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 2:00PM on December 12, 2017 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. EIGHTY NINE (89), in a subdivision known as "COLONIAL CHARTERS, SECTION THREE", according to a plat of the same duly recorded in Book Cabinet 2, Slide 2-37, Map 007, Hoke County, North Carolina Registry.

And Being more commonly known as: 2839 Kilkenny Dr, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Christopher P. Yates.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

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 written notice 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 notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination. The date of this Notice is November 21, 2017.

Grady I. Ingle or Elizabeth B. Ells Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/17-094908>
39-40C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF EULA DENISE MONROE 17 E 246

All persons, firms and corporations having claims against Eula D. Monroe, deceased, are hereby notified to exhibit them to Michael Monroe, Administrator, of the estate of the decedent at 709 Saunders St., Raeford, NC 28376, on or before the 17th day of February, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administrator.

This the 15th day of November, 2017.
Michael Monroe, Administrator
Of the estate of Eula D. Monroe
709 Saunders St.
Raeford, NC 28376
37-40P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF PAULA DENISE MCLEAN 17 E 238

All persons, firms and corporations having claims against Paula Denise McLean, deceased, are hereby notified to exhibit them to Edna B. Lewis, Administratrix, of the estate of the decedent at 387 S. Duffie Rd., Red Springs, NC 28377, on or before the 8th day of March, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 6th day of December, 2017.
Edna B. Lewis, Administratrix
Of the estate of Paula Denise McLean
387 S. Duffie Rd.
Red Springs, NC 28377
40-43P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF BETTY JEAN HARRIS 17 E 25

All persons, firms and corporations having claims against Betty Jean Harris, deceased, are hereby notified to exhibit them to Cassandra J. Singletary, Administratrix, of the estate of the decedent at 180 Club Pond Rd., Raeford, NC 28376, on or before the 24th day of February, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 22nd day of November, 2017.
Cassandra J. Singletary, Administratrix
Of the estate of Betty J. Harris
180 Club Pond Rd.
Raeford, NC 28376
38-41P

LEGAL NOTICE NOTICE OF PUBLIC HEARING HOKE COUNTY, NORTH CAROLINA

NOTICE IS HEREBY GIVEN, pursuant to G.S. 153A-323, that the following Public Hearings will be held before the Hoke County Board of Adjustment on Thursday, December 7, 2017, at 7:00 pm, at the Pratt Building, 227 N. Main Street, Raeford, NC, for the purpose of hearing the following:

Application for Conditional Use Permit CU-17-9 submitted by Susan Counts for a Class B Manufactured Home to be located at Laurinburg Road also known as Parcel Identification Number (PIN) 384920001033. The property is approximately one (5.4) acre and is located within the Residential Agricultural (RA-20) Zoning District.

Application for Conditional Use Permit CU-17-10 submitted by Lonnie Locklear for a Class B Manufactured Home to be located at 194 Joereka Road also known as Parcel Identification Number (PIN) 294220001429. The property is approximately one (0.58) acre and is located within the Residential Agricultural (RA-20) Zoning District

All interested citizens are invited to attend this hearing and be heard. Changes may be made in the advertised proposal, which reflect information presented at the hearing. The above listed items may be viewed in the Planning & Zoning Department, 423 E. Central Avenue, Raeford, NC. Jacqueline Lowery, Zoning 38-39C

NOTICE OF FORECLOSURE SALE 17 SP 210

Under and by virtue of the power of sale contained in a certain Deed of Trust made by James M. Schmiedeck and Sarah P. Schmiedeck to John W. Gaffney, Trustee(s), dated the 24th day of November, 2008, and recorded in Book 833, Page 438, 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 10:00 AM on December 7, 2017 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:

A certain tract or parcel of land in McLaughlin Township, Hoke County, North Carolina, situated about 7.5 miles Southeast of Raeford, North Carolina fronting on the Southeast side and North side of Higgins Lane, a 60 foot wide private street about 1230 feet, Southwest of its intersection with N.C.S.R. 1413, Pittman Grove Church Road, adjoining the lands of Franklin Earfield and Jesse McDuffie on the Northeast and being further described as follows: Beginning at an iron pipe in the Southeast right of way of Higgins Lane, said iron pipe being the Northernmost corner of John Knight (Deed Book 212, Page 815) and the Southwest corner of Jesse McDuffie (Deed Book 228, Page 724) said beginning point being further located South 28 degrees 35 minutes 45 seconds West 1232.28 feet from a P.K. nail) at the centerline intersection of Higgins Lane and N.C.S.R. number 1413, Pittman Grove Church Road; running thence from the beginning as a common line with McDuffie, South 64 degrees 27 minutes 25 seconds East 182.15 feet to an iron pipe, a common corner with Franklin Barfield (Deed Book 212, Page 815); thence as a common line with Barfield, South 64 degrees 42 minutes 20 seconds East 656.77 feet to an iron pipe in said line; thence, South 45 degrees 16 minutes 10 West 260.77 feet to an iron pipe in the Northwest right of way line of Higgins Lane; thence as the right of way line of Higgins Lane, South 79 degrees 40 minutes 26 seconds West 263.16 feet to an iron pipe; thence continuing as the right of way line of Higgins Lane, North 55 degrees 40 minutes 00 seconds West 567.67 feet to an iron pipe; thence as the right of way line of Higgins Lane, North 29 degrees 51 minutes 00 seconds East 310.94 feet to the point of beginning, containing 6.30 acres as surveyed by Leland D. Strother, R.L.S. L-2768 on July 1, 1993 and being the same lands as described in Deed Book 212, Page 815, in the Hoke County Registry. Together with improvements located thereon; said property being located at 451 Higgins Lane, Raeford, North Carolina.

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 party must pay the excise tax, as well as the court costs 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 deposit of five percent (5%) of the purchase price, 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.

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.

Additional Notice for Residential 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 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 foreclosure 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 this 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.

Additional Notice for Residential 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 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 foreclosure 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 this 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.

Additional Notice for Residential 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 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 foreclosure 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 this 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.

NOTICE OF FORECLOSURE SALE 16 SP 82

Under and by virtue of the power of sale contained in a certain Deed of Trust made by David Robinson and wife, Karin H. Robinson to Fidelity National Title Insurance, Trustee(s), dated the 28th day of October, 2014, and recorded in Book 1095, Page 641, 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 10:00 AM on December 14, 2017 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:

The land referred to herein below is situated in the County of Hoke, State of North Carolina and is described as follows: Being all of Lot 3 as shown on a plat entitled North Hills Revised, Revision of Lots 1, 2, 3 and 4, North Hill recorded in Plat Cabinet 2, Slide 2-86, Map 4, Hoke County Registry. Together with improvements located thereon; said property being located at 810 North Fulton Street, Raeford, North Carolina.

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 party must pay the excise tax, as well as the court costs 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 deposit of five percent (5%) of the purchase price, 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.

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.

Additional Notice for Residential 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 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 foreclosure 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 this 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.

Additional Notice for Residential 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 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 foreclosure 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 this 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.

Additional Notice for Residential 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 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.

REAL, Inc. 708 Laurinburg Road Raeford, NC 28376

Mini Storage contents
to be auctioned
December 12, 2017
8:00 a.m.
Donald Butler — #E