

LEGAL ADVERTISING

View legals online at www.thenews-journal.com

**CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
WILLIAM JOHN WOOD, JR.
17 E 121**

All persons, firms and corporations having claims against William J. Wood, Jr., deceased, are hereby notified to exhibit them to Sarah Anne Wood, Co-Executrix, of the estate of the decedent at 220 Roberts St., Raeford, NC 28376, and Linda Carol Whitley, Co-Executrix at 509 N. Jackson Sr., Raeford, NC, 28376 on or before the 18th day of November, 2017, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Co-Executrixs.

This the 16th day of August, 2017. Sarah Ann Wood, Co-Executrix Of the estate of William John Wood, Jr.
220 Roberts St.
Raeford, NC 28376
And
Lindy Carol Whitley, Co-Executrix
509 N. Jackson St.
Raeford, NC 28376
24-27P

**CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
IN THE MATTER OF THE
ESTATE OF
LINDA KAY HERRING
17 E 130**

All persons, firms and corporations having claims against Linda Kay Herring, deceased, are hereby notified to exhibit them to Timothy Spencer as Administrator of the Estate of the decedent at 112 E. Edinborough Ave., Raeford, NC 28376, on or before the 26th day of October, 2017, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above-named Administrator.

This the 26th day of July, 2017. Timothy Spencer, Administrator of the Estate of Linda Kay Herring Willcox, McFadyen, Fields & Sutherland Attorneys At Law
112 E. Edinborough Avenue
Raeford, North Carolina 28376
21-24P

**NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
HOKE COUNTY
17SP72**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY GREGORY A INGRAM AND ANGELA D INGRAM DATED MAY 27, 2010 AND RECORDED IN BOOK 00901 AT PAGE 1051 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 August 23, 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 177, in a subdivision known as Riverbrooke, Section One, Part Two, according to a plat of the same being duly recorded in Plat Cabinet 3, Slide 3-72, Map 5, Hoke County Registry, North Carolina.

And Being more commonly known as: 519 Cape Fear Rd, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Gregory A. Ingram and Angela D. Ingram.

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 August 2, 2017.

Grady I. Ingle or Elizabeth B. Ellis
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/>
17-090933
23-24C

**NOTICE OF
FORECLOSURE SALE
17 SP 113
NORTH CAROLINA,
HOKE COUNTY**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Gabriel Rivera and Maria Riveria to Madison Settlement Services, Trustee(s), which was dated November 26, 2010 and recorded on December 3, 2010 in Book 00925 at Page 0135, 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 August 22, 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:

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 55, AS SHOWN ON A PLAT ENTITLED, "SUMMERFIELD EAST, SECTION ONE" DULY RECORDED IN PLAT CABINET 2, SIDE 2-21, MAPS 1 & 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 316 Buckeye 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 Gabriel Rivera and wife, Maria Rivera.

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 A§ 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.: 17-08292-FC01
23-24C

LEGAL

View legals online at www.thenews-journal.com

**CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
DAPHNIA HAIR CASTELLOW
17 E 154**

All persons, firms and corporations having claims against Daphnia Hair Castellow, deceased, are hereby notified to exhibit them to Lewis Castellow, Executor, of the estate of the decedent at 350 Welsh Rd., Raeford, NC 28376, on or before the 11th day of November, 2017, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 9th day of August, 2017. Lewis Castellow, Executor Of the estate of Daphnia Hair Castellow
350 Welsh Rd.
Raeford, NC 28376
23-26P

LEGAL ADVERTISING

View legals online at www.thenews-journal.com

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF MIKE BERNARD ZAKSEK 17 E 178

All persons, firms and corporations having claims against Mike Bernard Zaksek, deceased, are hereby notified to exhibit them to Mary Ann Sawyer, Executrix, of the estate of the decedent at 450 Lindsay Rd., Raeford, NC 28376, on or before the 4th day of November, 2017, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 2nd day of August, 2017, Mary Ann Sawyer, Executrix Of the estate of Mike Bernard Zaksek 450 Lindsay Rd. Raeford, NC 28376 22-25P

Legal Notice

Having qualified as Administrator of the Estate of Laytosha Readdy McNair late of 417 Twin Creek Drive, Raeford, Hoke County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to Arthur M. Blue, Administrator, at P.O. Box 1540, Carthage, North Carolina 28327, on or before the 7th day of November, 2017, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate; please make immediate payment to the undersigned.

This the 2nd day of August, 2017.

Arthur M. Blue, Administrator of the Estate of Laytosha Readdy McNair

14-E-152
Arthur M. Blue
Attorney for the Estate
406 Monroe Street
P.O. Box 1540
Carthage, NC 28327
22-25C

NOTICE OF FORECLOSURE SALE 17 SP 112 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Amy Hedges and Christopher Cafego to National Title Network, Trustee(s), which was dated August 30, 2009 and recorded on September 10, 2009 in Book 00873 at Page 0298, 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 August 22, 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. 17, IN A SUBDIVISION KNOWN AS "SUMMERFIELD EAST, SECTION ONE", ACCORDING TO A PLAT OF THE SAME DULY RECORDED IN PLAT CABINET 2, SLIDE 2-21, MAP 1 OF 2 AND MAP 2 OF 2, HOKE COUNTY, NORTH CAROLINA REGISTRY, SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY AS THEY MAY APPEAR OF RECORD, AFORESAID REGISTRY.

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

Said property is commonly known as 313 Buckeye 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, 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 Amy Hedges and Christopher Cafego.

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.: 17-04254-FC01
23-24C

GENERAL NOTICE OF TAX FORECLOSURE SALE 17 CVD 320

Under and by virtue of an order of the District Court of Hoke County, North Carolina, made and entered in the action entitled "COUNTY OF HOKE, a political subdivision of the State of North Carolina v.

JOSEPH T. WALKER; MARY A. WALKER; BRANCH BANKING AND TRUST COMPANY, lienholder", the undersigned Commissioner will at 12:00 noon on the 17th day of August, 2017 offer for sale and sell for cash, to the last and highest bidder at public auction, at the courthouse door in Hoke County, North Carolina, in Raeford, the following described real property.

All that certain tract or parcel of land situated in Hoke County, North Carolina and more particularly described as follows:

PIN: 29432-00-01-307
Property Location:
"Lying and being in Antioch Township, Hoke County, North Carolina, about 3.6 miles south of the center of the City of Raeford, about 720 feet southwest of the intersection of N.C. Highway No. 211 with Secondary Road No. 1001 (Shannon Road) and Secondary Road No. 1138 (Neill Maxwell Road), and on the southeast side of and adjoining Secondary Road No. 1137 (Andrews Road). This tract is bounded on the northwest by Secondary Road No. 1137 (Andrews Road), by Willett R. Bissett, and by Lots 9, 8, 7, and a portion of Lot 6 in "Middle Creek" subdivision, on the northeast by Larry R. Oxendine, on the east by Lot 4 in "Middle Creek" subdivision and by Samuel L. Creech, on the southwest by Lot 12 and 11 in "Middle Creek" subdivision, and being more particularly described as follows:

BEGINNING at the northwest corner of Lot No. 10 in "Middle Creek" subdivision, a concrete monument in the eastern right-of-way (30 feet from center) of paved Secondary Road No. 1137 (Andrews Road), and runs thence as the northern line of said Lot No. 10, South 85 degrees 49 minutes 49 seconds East 494.77 feet to an existing iron rod; thence continuing with and beyond the western lines of Lot No. 10 and Lot No. 6, North 4 degrees 11 minutes 54 seconds East (115.68 feet to the southwest corner of Lot No. 6, an iron rod) (440.00 feet to the southeast corner of Lot No. 9, an iron rod) (520.04 feet to the southeast corner of Lot No. 8, an iron rod) (600.08 feet to the southeast corner of Lot No. 7, an iron rod) (679.88 feet to the northeast corner of Lot No. 7, an iron rod) a total distance of 817.69 feet to a point in the northeast line of Lot No. 6 in "Middle Creek" subdivision; thence as said northeastern line, South 71 degrees 28 minutes 33 seconds East 255.77 feet to an existing iron rod, the northeast corner of said Lot No. 6; thence as the division line between Lot No. 6 and Lot No. 4 in "Middle Creek" subdivision, South 8 degrees 37 minutes 35 seconds East 538.77 feet to an iron rod; thence as the division line between Lot No. 4 and Lot No. 10, North 77 degrees 02 minutes 47 seconds East 200.02 feet to an existing iron pump strainer, Samuel L. Creech's northwest corner; thence as the eastern line of Lot No. 10 in "Middle Creek" subdivision and along the western line of Samuel L. Creech, South 4 degrees 17 minutes 09 seconds West 387.53 feet to an iron rod; thence as the division line between Lot No. 10 and Lot No. 12 in said subdivision, North 85 degrees 51 minutes 18 seconds West 557.86 feet to an iron rod; thence as the division line between Lot No. 10 and Lot No. 11 in "Middle Creek" subdivision, North 85 degrees 50 minutes 02 seconds West 494.77 feet to an iron rod in the eastern right-of-way (30 feet from center) of paved Secondary Road No. 1137 (Andrews Road); thence as said right-of-way line, North 4 degrees 09 minutes 16 seconds East 100.00 feet to the BEGINNING containing 9.37 acres as computed from a survey by George T. Paris and Associates, P.A. based upon NAD27 grid meridian, and being all of Lot No. 10 and a portion of Lot No. 6 in "Middle Creek" subdivision as recorded in Map Cabinet 1, Slide 236, Map 2, Hoke County Registry.

LESS AND EXCEPTING:
Being a tract of land located in Antioch Township Hoke County, North Carolina, said tract being a portion of Lot 10 of "Middle Creek" Subdivision, as recorded in Map Cabinet 1, Slide 236, and being more particularly described as follows:

Beginning at a new 3/4" iron pipe, said pipe being S-85-49-45-E, a distance of 494.77 feet from an existing concrete monument, said monument being the westerly corner of Lot 10, proceed thence with said Lot 10 line N-4-11-06-E a distance of 115.68 feet to an existing 1/2" rebar, said rebar being a corner of Lot 10, thence a new line S-85-51-18-E a distance of 202.08 feet to a new 3/4" iron pipe, thence a new line S-4-10-55-W a distance of 215.55 feet to a new 3/4" iron pipe, said pipe being in the Southerly line of Lot 10, thence with said line N-85-51-18-W

a distance of 202.08 feet to an existing 3" iron pipe, said pipe being the Northeast corner of Lot 11 of "Middle Creek" Subdivision, thence a new line N-4-10-43-E a distance of 99.87 feet to the point of beginning. The above described tract contains 1.0 acre, as surveyed by Jon E. Brunner, on May 18, 1995.

There is reserved a 30 feet wide private access easement crossing the above described lot and the easterly portion of Lot 10, being described as follows: Beginning at the Southwest corner of Lot 10, proceed thence S-85-50-02-E a distance of 494.77 feet to the Southwest corner of the above described tract thence with said tract S-85-51-16-E a distance of 202.09 feet to the Southeast corner of said tract, thence N-04-10-55-E a distance of 30.0 feet to a point, thence N-85-51-16-W a distance of 202.09 feet to a point, thence N-85-50-02-W a distance of 494.77 feet to a point in the Easterly right-of-way of SR 1137, thence with said right of way S-04-09-16-W a distance of 30.0 feet to the point of Beginning."

Subject to all restrictions, easements and rights of way as may appear of record. For additional reference see Book 427, Page 616 in the Hoke County Registry.

The said property is being sold as is, with all existing conditions or faults. The last and highest bid will be accepted and will be final and irrevocable, and may not be withdrawn and shall not be refunded after the sale. The last and highest bidder shall be responsible for making any investigation deemed appropriate prior to sale as to the condition of the property, the status of title to the property, or any other matter(s) affecting the property.

The sale will be made subject to all outstanding city and county taxes and all local improvement assessments against the above-described property not included in the judgment in the above-entitled cause. This sale will not convey any personal property that may be located on the real property and the Commissioner makes no warranties or representations as to whether improvements to real property are real or personal in nature. A cash deposit of ten (10%) percent or \$750.00, whichever is greater, of the successful bid will be required.

This 13th day of July, 2017
RUDOLPH K. SMITH
RKS Law
Attorney for Hoke County Tax Collection Department
Post Office Box 2095, Fayetteville, NC 28302
(910) 486-3230
Publication dates: 8/9/2017 & 8/16/2017
File No: 17 CVD 320
23-24C

NOTICE OF FORECLOSURE SALE NORTH CAROLINA HOKE COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK FILE NO. 15-SP-149

IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST EXECUTED BY TAMMY S. LANCASTER and husband, IBBY JACKSON LANCASTER, IV, recorded in Book 853, Page 978 and recorded again in Book 856, Page 373, Hoke County Registry.

DEED OF TRUST BEING FORECLOSED:

The Deed of Trust being foreclosed is that Deed of Trust executed by TAMMY S. LANCASTER and husband, IBBY JACKSON LANCASTER, IV to Joy B. Green, Trustee, dated May 1, 2009 and recorded in Book 853, Page 978 and recorded again in Book 856, Page 373 in the Hoke County Registry of North Carolina.

RECORD OWNERS OF THE REAL PROPERTY:

The record owner of the subject real property as reflected on the records of the Hoke County Register of Deeds not more than 10 days prior to the posting of this Notice is Tammy Lancaster.

DATE, TIME AND PLACE OF SALE:

The sale will be held on August 28, 2017 at 10:00 a.m. at the door of the Hoke County Courthouse, Raeford, North Carolina.

PROPERTY TO BE SOLD:
The following real property to be sold "sight unseen" together with any improvements is located in Hoke County, North Carolina and is believed to have the address of 140 Hazel Lane, Raeford, NC 28376 and is otherwise more particularly described as follows:

ALL that certain lot or parcel of land situated in Raeford Township, Hoke County, North Carolina and more particularly described as follows:

LYING AND BEING IN RAEFORD TOWNSHIP, HOKE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THAT 2.00 ACRES, MORE OR LESS, ACCORDING TO A PLAT OF THE SAME BEING DULY RECORDED IN PLAT CABINET 3, SLIDE 3-74, MAP 006, HOKE COUNTY PUBLIC REGISTRY.

Included as part of the real property is a 2008 CMH manufactured home bearing serial no. ROC722883NC-AB as more particularly described in a Declaration recorded in Book 853, Page 986, and recorded in Book 856, Page 381, Hoke County Registry.

TERMS OF SALE:
Pursuant to the provisions of N.C.G.S. 45-21.10(b) and the terms of the Deed of Trust, any successful bidder may be required to deposit with the Trustee or Clerk of Superior Court immediately upon the conclusion of the sale a cash deposit to be determined by the greater of 5% of the bid or \$750.00. Unless the Sub-

stitute Trustee agrees otherwise, the successful bidder will be required to tender the "full purchase price" so bid in cash or certified check at the time the Trustee tenders to him a Deed to the property or attempts to tender such Deed, and should the successful bidder fail to pay the full amount, then the successful bidder shall remain liable as provided for in N.C.G.S. 45-21.30. By submitting your bid, you agree that the "full purchase price" shall be defined as the amount of bid plus the Trustee's commission as defined in the subject Deed of Trust plus the costs of the action, unless the Trustee agrees otherwise. For example, if the amount of bid is \$20,000.00 and the trustee's commission is defined in the subject Deed of Trust as 5% of the gross proceeds of 30.0 feet to a point, then the "full purchase price" shall equal \$21,000.00 plus the costs of the action. A tender of Deed shall be defined as a letter from the Trustee to the successful bidder offering to record the Deed upon receipt of full purchase price as described herein and listed in said letter. If the trustee is unable to convey title to this property for any reason such as a bankruptcy filing, the sole remedy of the successful bidder is the return of the deposit. As to any manufactured home, the following shall apply: Any not considered real property is being foreclosed pursuant to N.C.G.S. 25-9-604, if necessary; there is no warranty that any is actually located on the subject tract; and there is no warranty given by the Substitute Trustee as to whether said home is real property or personal property. The sale will be made subject to all prior liens, unpaid taxes, assessments, restrictions and easements of record, if any.

ADDITIONAL NOTICE:
Take notice that 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. Take further notice that 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 dates 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. This notice further states 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.

This the 17th day of July, 2017.
THE GREEN LAW FIRM, P.C.
Jay B. Green
Attorneys for Deidre D. DeFlorentis, Substitute Trustee
908 E. Edenton Street
Raleigh, North Carolina 27601
Telephone: 919-829-0797
24-25C

NOTICE OF FORECLOSURE SALE 17 SP 122

NORTH CAROLINA, HOKE COUNTY Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Anthony C. Groce, II to WFG National, Trustee(s), which was dated September 24, 2012 and recorded on September 25, 2012 in Book 01004 at Page 0539, 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 August 29, 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 Number 119 in a subdivision known as RIVERBROOKE, SECTION THREE and the same being duly recorded in Plat Cabinet 4, at Slide 4-26, Map 5, Hoke County Registry, North Carolina.

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

Said property is commonly known as 384 Roanoke 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 Anthony C. Groce, II.

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.: 17-08986-FC01
24-25C

NOTICE OF FORECLOSURE SALE 17 SP 123 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Jason Marsh and Kathryn Medgecomb a/k/a Kathryn M. Edgecomb to Joan H. Anderson, Trustee(s), which was dated December 31, 2007 and recorded on January 8, 2008 in Book 791 at Page 263, 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 August 29, 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 67, in a subdivision known as Country Walk, Phase 2-A, according to a plat of the same duly recorded in Plat Slide 345, Map 5, Hoke County Registry, North Carolina.

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

Said property is commonly known as 7096 Rockfish Road, 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 Jason Marsh and Kathryn Medgecomb a/k/a Kathryn M. Edgecomb.

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.: 17-08157-FC01
24-25C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 15SP296

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JOSHUA PETERKIN DATED JUNE 6, 2000 AND RECORDED IN BOOK 443 AT PAGE 700 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 August 29, 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 in a narrow dirt road, said iron being North 25 degrees West 65 feet from the Southwest corner of the L. Peterkin lot as recorded in Book 147, at Page 79 of the Hoke County Public Registry; and the original Southwest corner of the Simmie D. Peterkin lot of which this is a part, and as deed to him by Deed recorded in Book 106, Page 295 of the Hoke County Public Registry, and running from said beginning point with the dirt road North 25 degrees West 74 feet to an iron, a corner; thence North 67 degrees 52 minutes East 80 feet; thence South 25 degrees East 70 feet to an iron; thence South 65 degrees 00 minutes West 80 feet to the point of beginning.

And Being more commonly known as: 249 Iris Street, Raeford, NC 28376

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

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 July 25, 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/>
02-33575
Client Code: CWF
24-25C