
LEGAL

NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
HOKE COUNTY
12SP78

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY SYLVENIA B. WALTERS AND JEFFREY WALTERS DATED NOVEMBER 7, 2008 AND RECORDED IN BOOK 831 AT PAGE 388 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 11:30 AM on May 30, 2012 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 8 & 9 in a subdivision known as NORTHWOOD HILLS and the same being duly recorded in Book of Plats 5, Page 76, Hoke County Registry, North Carolina.

And Being more commonly known as: 936 Reed St, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Sylvania B. Walters aka Sylvania Walter aka Sylvania Billinger aka Sylvania Billinger and Jeffrey Walters aka Jeffrey Walter.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is May 9, 2012.
Jacqueline Summer Hunt
Attorney for the Substitute Trustee
10130 Perimeter Parkway, Suite 400, Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/12-026911>
10-11C

LEGAL

CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
VICKI LYNN PATE
12 E 73

All persons, firms and corporations having claims against Vicki Lynn Pate, deceased, are hereby notified to exhibit them to Tiffany L. Handon, Administratrix, of the estate of the decedent at 522 E. Edinborough Ave., Raeford, NC 28376, on or before the 16th day of August, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 16th day of May, 2012.
Tiffany L. Handon, Administratrix
of the estate of Vicki Lynn Pate
522 E. Edinborough Ave.
Raeford, NC 28376
10-13P

CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
GLADYS LENORA
MCGOUGAN
12 E 90

All persons, firms and corporations having claims against Gladys Lenora McGougan, deceased, are hereby notified to exhibit them to James McGougan, Administrator, of the estate of the decedent at 6326 Arabia Rd., Lumber Bridge, NC 28357, on or before the 16th day of August, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administrator.

This the 16th day of May, 2012.
James McGougan, Administrator
of the estate of Gladys Lenora McGougan
6326 Arabia Rd.
Lumber Bridge, NC 28357
10-13P

LEGAL ADVERTISING

NOTICE OF FORECLOSURE SALE

11 SP 270

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Michael H. McIntyre and Shanae H. McIntyre (PRESENT RECORD OWNER(S): Michael Hugh McIntyre and Shanae H. McIntyre) to A. Grant Whitney, Trustee(s), dated the 20th day of January, 2010, and recorded in Book 888, Page 173, in Hoke County Registry, North Carolina, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Hoke County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in the City of Raeford, Hoke County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on May 24, 2012 and will sell to the highest bidder for cash the following real estate situated in the County of Hoke, North Carolina, and being more particularly described as follows:

BEING all of Lot 15 in a Subdivision known as ANDERSON PLACE, SECTION THREE PART ONE duly recorded in Plat Cabinet 396, Page 3, Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 191 Sandy Bottom 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 cash deposit or cashier's check (no personal checks) of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, will be required at the time of the sale.

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

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.

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

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

This 19th day of April, 2012. SUBSTITUTETRUSTEESERVICES, INC. SUBSTITUTE TRUSTEE Hutchens, Senter, Kellam & Pettit, P.A. Attorneys for Substitute Trustee Services, Inc. P.O. Box 1028 4317 Ramsey Street Fayetteville, North Carolina 28311

https://sales.hsbfirm.com Case No: 1069263 8-9C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF GEORGE R. AUTRY, JR. 12 E 76

All persons, firms and corporations having claims against George R. Autry, Jr., deceased, are hereby notified to exhibit them to George R. Autry, III, Executor, of the estate of the decedent at 4032 Ardenwoods Dr., Fayetteville, NC 28306, on or before the 9th day of August, 2012, 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 May, 2012. George R. Autry, III, Executor of the estate of George R. Autry, Jr. 4032 Ardenwoods Dr. Fayetteville, NC 28306 9-12P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF THERESA H. MCBRYDE 12 E 80

All persons, firms and corporations having claims against Theresa H. McBryde, deceased, are hereby notified to exhibit them to Susan Lorena McBryde as Executrix of the estate of the decedent at 3904 Summerwood Court, Raleigh, North Carolina 27613 on or before the 5th day of September, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 16th day of May, 2012. Susan Lorena McBryde, Executrix of the Estate of Theresa H. McBryde Willcox, McFadyen, Fields & Sutherland Attorneys At Law 112 E. Edinborough Avenue Raeford, North Carolina 28376 10-13C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 12SP25

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JOSEPH M. ROGERS DATED FEBRUARY 18, 2003 AND RECORDED IN BOOK 541 AT PAGE 785 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 11:30 AM on May 23, 2012 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 143, OF A SUBDIVISION KNOWN AS COLONIAL CHARTERS, SECTION IV ACCORDING TO A PLAT OF SAME DULY RECORDED IN PLAT CABINET 2-43, SLIDE 1 OF THE HOKE COUNTY REGISTRY, NORTH CAROLINA.

And Being more commonly known as: 1562 Clan Campbell Dr. Raeford, NC 28376

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is May 2, 2012. 12-024464 Alison H. Wadsworth Attorney for the Substitute Trustee 10130 Perimeter Parkway, Suite 400_Charlotte, NC 28216 (704) 333-8107 http://shapiroattorneys.com/nc/9-10C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 12SP70

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY KATRINA L. ROBINSON DATED FEBRUARY 15, 2008 AND RECORDED IN BOOK 795 AT PAGE 923 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 11:30 AM on May 23, 2012 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 32, in a subdivision known as Potters Ridge, Phase 1, according to a plat of the same duly recorded in Plat Cabinet 3, Slide 3-37, Map 6 & 7, Hoke County Registry, North Carolina.

And Being more commonly known as: 144 Ivywood Ln, Raeford, NC 28376

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is May 2, 2012. Alison H. Wadsworth Attorney for the Substitute Trustee 10130 Perimeter Parkway, Suite 400_Charlotte, NC 28216 (704) 333-8107 http://shapiroattorneys.com/nc/11-017462 9-10C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 12SP66

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ANTHONY D. SHIFLETT AND PATRICIA SHIFLETT DATED NOVEMBER 30, 2004 AND RECORDED IN BOOK 648 AT PAGE 354 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 11:30 AM on May 18, 2012 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 103, in a subdivision known as Stonewall, Section Six, according to a plat of same duly recorded in Slide 374 Map 4, Hoke County Registry.

And Being more commonly known as: 106 Stonewall St, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Anthony D. Shiflett and Patricia J. Shiflett.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is April 27, 2012. Alison H. Wadsworth Attorney for the Substitute Trustee 10130 Perimeter Parkway, Suite 400_Charlotte, NC 28216 (704) 333-8107 http://shapiroattorneys.com/nc/11-022426 9-10C

NOTICE OF FORECLOSURE SALE 12 SP 60 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Jennifer L. Gunnoe and Jason P. Gunnoe to James R. Manion,

III, Trustee(s), which was dated January 28, 1994 and recorded on January 28, 1994 in Book 315 at Page 394, 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 May 17, 2012 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 247 in a subdivision known as McDOUGALD DOWNS, SECTION FIVE, according to a map of same duly recorded on Slide 337, Maps 4 and 5 of the Hoke County Registry, North Carolina.

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

Said property is commonly known as 704 McDougald Drive, Raeford, NC 28376.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Jennifer L. Gunnoe.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

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.: 11-31808-FC01 9-10C

LEGAL ADVERTISING

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF GLENN LEON CASKEY 12 E 71

All persons, firms and corporations having claims against Glenn Leon Caskey, deceased, are hereby notified to exhibit them to Mark Allen Caskey, Executor, of the estate of the decedent at 119 Lakeview Drive, Red Springs, North Carolina 28377, on or before the 15th day of August, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 2nd day of May, 2012. Mark Allen Caskey, Executor of the estate of Glenn Leon Caskey Willcox, McFadyen, Fields & Sutherland Attorneys At Law 112 E. Edinborough Avenue Raeford, NC 28376 8-11C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF KATHRYN ALBERTA MCPHATTER 12 E 65

All persons, firms and corporations having claims against Kathryn Alberta McPhatter, deceased, are hereby notified to exhibit them to Sylvia Reese, Executrix, of the estate of the decedent at 259 Cockman Rd., Raeford, NC 28376, on or before the 26th day of July, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 25th day of April, 2012. Sylvia Reese, Executrix of the estate of Kathryn Alberta McPhatter 259 Cockman Rd. Raeford, NC 28376 7-10P

NOTICE OF FORECLOSURE SALE 10 SP 295 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by KENNETH T. THURMAN AND WIFE DENA THURMAN to Joel S Jenkins, Jr., Trustee(s), which was dated December 7, 2007 and recorded on December 12, 2007 in Book 00788 at Page 0122, 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 May 24, 2012 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 226, in a subdivision known as Summerfield East (Sheet 1 of 2), Section Four, according to a plat of the same being duly recorded in Hoke County Registry, North Carolina.

Parcel Identification No.: 49445-00-01-356

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

LEGAL DEADLINE: NOON FRIDAY PRIOR TO PUBLICATION DATE

E-mail legals to:
robin@the
newsjournal.com

ances of record.

Said property is commonly known as 596 South Buckeye Drive, Raeford, NC 28376.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Kenneth T. Thurman and wife, Dena Thurman.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Trustee Services of Carolina, LLC Substitute Trustee Brock & Scott, PLLC Attorneys for Trustee Services of Carolina, LLC 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No.: 08-15864-FC02 10-11C

NOTICE OF FORECLOSURE SALE 11 SP 239 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Robert T. Brantley and Patricia Brantley to Kenneth C. Praschan, Trustee(s), which was dated December 13, 1995 and recorded on December 18, 1995 in Book 344 at Page 300, 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 May 24, 2012 at 10:00AM, and will sell to the highest bidder for cash the following described property

situated in Hoke County, North Carolina, to wit:

A certain tract or parcel of land in Antioch Township, Hoke County, North Carolina situated about three miles southeast of Raeford, N.C., lying about 420 feet southwest of N.C.S.R. No. 1455, Haire Road, about 1233 feet northwest of it intersection with N.C.S.R. No. 1460, Conoly Road, and being further described as follows:

Commencing at an iron rod in the center of the pavement of N.C.S.R. No. 1455, Haire Road, about 1233 feet northwest of its intersection with N.C.S.R. No. 1460, Conoly Road, said iron being the northernmost corner of the Marshall Miller tract described in Deed Book 133, Page 205 in the Hoke County Registry;

Thence as a common line with Miller, South 58 degrees 05 minutes 50 seconds West for a distance of 287.12 feet to an iron rod, a common corner with Miller;

Thence continuing South 58 degrees 05 minutes 50 seconds West for a distance of 162.75 feet to a rebar in the northeast line of the tract hereon described;

Thence South 41 degrees 25 minutes 00 seconds East for a distance of 71.97 feet to an iron pipe, the point of beginning of the tract hereon described;

Thence from the beginning South 47 degrees 56 minutes 05 seconds West for a distance of 236.02 feet to an iron pipe;

Thence North 32 degrees 53 minutes 55 seconds West for a distance of 232.23 feet to an iron pipe;

Thence North 48 degrees 12 minutes 55 seconds East for a distance of 201.61 feet to an iron pipe;

Thence South 41 degrees 25 minutes 00 second East for a distance of 125.90 feet to a rebar at the southwest terminus of the northwest right of way line of a 30 foot wide access easement;

Thence South 41 degrees 25 minutes 00 seconds East for a distance of 30.42 feet to a rebar in said line at the southwest terminus of the southeast right of way line of said access easement;

Thence South 41 degrees 25 minutes 00 seconds East for a distance of 71.97 feet to the beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.149 acres more or less and being the same lands as described in Deed Book 264, Page 533 in the Hoke County Registry.

30' Access Easement Also conveyed with the above described 1.149 acre tract is the use of a 30 foot wide access easement to be used for ingress and egress to N.C.S.R. No. 1455, Haire Road, said easement being further described as follows:

Commencing at an iron rod in the center of the pavement of N.C.S.R. No. 1455, Haire Road, about 1233 feet northwest of its intersection with N.C.S.R. No. 1460, Conoly Road, said iron also being a corner of the Marshall Miller tract described in Deed Book 133, Page 205 in the Hike County Registry;

Thence as a common line with Miller, South 58 degrees 05 minutes 50 seconds West for a distance of about 31.54 feet to a point in the southwest right of way line of N.C.S.R. No. 1455, Haire Road, the point of beginning the easement described hereon;

Thence continuing as a common line with Miller, South 58 degrees 05 minutes 50 seconds West for a distance of 255.58 feet to an iron rod, a common corner with Miller;

Thence continuing South 58 degrees 05 minutes 50 seconds West for a distance of 162.75 feet to a rebar in the northeast line of the above described 1.149 acre tract;

Thence as the northeast line of said tract, North 41 degrees 25 minutes 00 seconds West for a distance of 30.42 feet to a rebar in said line;

Thence North 58 degrees 05 minutes 50 seconds East for a distance of 433.09 feet to a rebar in the southwest right of way line of N.C.S.R. No. 1455;

Thence as said right of way line, South 13 degrees 56 minutes 30 seconds East for a distance of

31.54 feet to the beginning and being all of the easement and being the same easement as described in Deed Book 161, Page 37 and Deed Book 177, Page 250 in the Hoke County Registry.

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

Said property is commonly known as 2034 Haire Road, Shannon, NC 28386.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Robert T. Brantley and Patricia Brantley.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. 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.: 11-19864-FC01 10-11C

AMENDED NOTICE OF FORECLOSURE SALE 09 SP 207 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by SONJO SHAW, AND HUSBAND, THOMAS SHAW JR. to William R. Echols, Trustee(s), which was dated July 12, 2002 and recorded on July 18, 2002 in Book 511 at Page 552, 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 May 30, 2012 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Thomas Shaw, Jr. 1.0 Acre Portion of Lot No. 83, Dundee Farms McLauchlin Township, Hoke County North Carolina

A certain tract or parcel of land in McLauchlin Township, Hoke County, North Carolina, about four miles east of Raeford, N.C., lying about 200 feet south of Dundee Circle, a 60' wide unpaved street, about 057 feet south of N.C.S.R. No. 1422, Phillip Church Road, adjoining the lands of Thomas Shaw on the north and south by Lot No. 84, Dundee Farms on the west and by the remainder of Lot No. 83, Dundee Farms on the south and east, being further described as follows:

BEGINNING at an iron pipe, said pipe being the northwest corner of Lot No. 83, as shown on a plat entitled "Dundee Farms" and recorded in Slide 144, Map Book 6, at Page 83 in the Hoke County Registry, said iron pipe also being the northeast corner of Lot No. 84 and a south corner of Lot No. 39, Dundee Farms;

THENCE from the beginning as a north line of Lot no. 83, a common line with Lot no. 39, to and along a common line with Lot No. 38, Dundee Farms, South 89 degrees 56 minutes 00 seconds East for a distance of 181.54 feet to an iron pipe, a corner of Lot No. 83, and a common corner of Lot Nos. 37 and 38;

THENCE continuing as a north line of Lot No. 83, a common line with Lot No. 37, North 87 degrees 30 minutes 40 seconds East for a distance of 133.93 feet to a rebar in a ditch, said rebar being the northwest corner of the 2.34 acre exception as described in Deed Book 234, at Page 458, said rebar being further located South 82 degrees 30 minutes 40 seconds West a distance of 1.00 foot from a common corner of Lot Nos. 35 and 37;

THENCE as the west line of said 2.34 acre exception, South 06 degrees 17 minutes 34 seconds West for a distance of 145.21 feet to a rebar in said line;

THENCE as the common line of Lot Nos. 83 and 84, North 03 degrees 49 minutes 08 seconds East for a distance of 147 60 feet to the beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 1.00 acre more or less and being a portion of Lot No. 83, Dundee Farms as shown on a plat entitled "Dundee Farms" and recorded in Slide 144, Map Book 6, Page 83 and as conveyed to Thomas Shaw and wife, Mae Shaw and Lorine Dudley in Deed Book 234, at Page 468 in the Hoke County Registry.

Access Easement The above described 1.00 acre tract also has conveyed with it and is subject to the following described access easement, said easement being further described as follows:

Beginning an iron pipe, said iron pipe being the northwest corner of Lot No. 83, as shown on a plat entitled "Dundee Farms" and recorded in Slide 144, Map Book 6, at Page 83 in the Hoke

County Registry, said iron pipe also being the northeast corner of Lot No. 84 and a south corner of Lot No. 39, Dundee Farms and also being the northwest corner of the above described 1.00 acre tract;

THENCE from the beginning as a north line of Lot no. 83, a common line with Lot No. 39, Dundee Farms, South 89 degrees 56 minutes 00 seconds East for a distance of 11.37 to a point in said line;

THENCE as a line parallel with and 30 feet west of the common line of Lot Nos. 38 and 39, North 06 degrees 10 minutes East for a distance of 225.13 feet to a point in the south right of way line of Dundee circle, a 60' unpaved road; THENCE as the south right of

way line of Dundee Circle along a curve to the left in an easterly direction, said curve having a radius of 600.08 feet, with an arc length of 30.06, being subdivided by a chord that runs, South 80 degrees 23 minutes 40 seconds east for a distance of 30.05 feet to the common corner of Lot Nos. 38 and 39, in said right of way line;

THENCE as the common line of Lot Nos. 38 and 39, South 06 degrees 10 minutes West for a distance of 220.12 feet to a common corner of Lot nos. 38 and 39 in the north line of Lot no. 83;

THENCE south 08 degrees 17 minutes 36 seconds West for a distance of 146.78 feet to a point in the south line of the above described 1.00 acre tract;

THENCE as said south line, south 85 degrees 15 minutes 16 seconds West for a distance of 30.25 feet to a rebar at the southwest corner of the above described 1.00 acre tract;

THENCE as the common line of Lot Nos. 83 and 84, North 03 degrees 49 minutes 08 seconds East for a distance of 147.60 feet to the point of beginning and being all of the easement.

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

Said property is commonly known as 694 Dundee Circle, Raeford, NC 28376.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Thomas Shaw Jr. and Wife, Sonjo Shaw.

An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

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.: 09-17485-FC01 10-11C

THENCE as the south right of