

LEGAL ADVERTISING

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Legal Notice NORTH CAROLINA HOKE COUNTY

The undersigned, David Byron Crouch a/k/a David Bryon Crouch, having qualified on September 25, 2017, as Personal Representative of the ESTATE OF CHESLEY THOMAS CROUCH, JR. A/K/A CHESLEY T. CROUCH, JR., deceased, hereby notifies all persons, firms or corporations having claims against said Estate that they must present them to the attorney for the estate as set forth below, on or before January 8, 2018, or the claims will be forever barred thereafter, and this notice will be pleaded in bar of their recovery. All persons, firms or corporations indebted to said Estate will please make immediate payment to the undersigned.

This the 4th day of October, 2017.
David Byron Crouch a/k/a David Bryon Crouch
Personal Representative
Estate of Chesley Thomas Crouch, Jr. a/k/a Chesley T. Crouch, Jr.
Margaret Lorenz
Attorney for the Estate
230 North Bennett Street
Southern Pines, NC 28387
31-34P

NOTICE OF FORECLOSURE SALE 17 SP 172

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Stephen J. Kasprisin to H. Terry Hutchens, Trustee(s), dated the 13th day of December, 2007, and recorded in Book 790, Page 622, and Modification in Book 1097, Page 111, 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 November 2, 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:

Being all of Lot 102 in a subdivision known as Country Walk, Phase 2-B, according to a plat of the same duly recorded in Slide 353, Map 6, Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 132 Windsor 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 priorities 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

LEGAL DEADLINE: NOON FRIDAY PRIOR TO PUBLICATION DATE

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robin@thenews-journal.com

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.

SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE
Attorney at Law
Hutchens Law Firm
Attorneys for Substitute Trustee Services, Inc.
c/o Hutchens Law Firm
P.O. Box 1028
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Case No: 1221645 (FC.FAY)
33-34C

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA COUNTY OF HOKE IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO.: 17 CVD 623

COUNTY OF HOKE, a political subdivision of the State of North Carolina, Plaintiff, v. ART HIPWELL a/k/a ARTHUR WILLIAM HIPWELL; SPOUSE OF ART HIPWELL a/k/a ARTHUR WILLIAM HIPWELL; DB INVESTORS, L.L.C., lienholder; ERNEST WOODROW DAVIS, JR., lienholder; SPOUSE OF ERNEST WOODROW DAVIS, JR.; SPOUSE OF ROBERT EUGENE BALLARD; ALL HEIRS AND ASSIGNS OF ROBERT EUGENE BALLARD including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of Robert Eugene Ballard, lienholder; Defendants.

To ART HIPWELL a/k/a ARTHUR WILLIAM HIPWELL; SPOUSE OF ART HIPWELL a/k/a ARTHUR WILLIAM HIPWELL; DB INVESTORS, L.L.C., lienholder; ERNEST WOODROW DAVIS, JR., lienholder; SPOUSE OF ERNEST WOODROW DAVIS, JR.; SPOUSE OF ROBERT EUGENE BALLARD; ALL HEIRS AND ASSIGNS OF ROBERT EUGENE BALLARD including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of Robert Eugene Ballard, lienholder;

Take notice that a pleading seeking relief against you has been filed in the above-entitled action.

The nature of the relief being sought is as follows: foreclosure sale to satisfy unpaid property taxes on your interest in the property described in Book 478 Page 440, which is more completely described in the complaint. Additional property description is as follows:

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

PIN: 58494-00-01-175

Property Location: Turnpike Road, Raeford, NC

Plaintiff seeks to extinguish any and all claim that you may have in the property.

You are required to make defense to such pleading not later than November 27, 2017, and upon your failure to do so, the party seeking service against you will apply to the court for the relief sought.

This the 13th day of October, 2017

RUDOLPH K. SMITH

RKS Law

Attorney for Plaintiff

Post Office Box 2095

Fayetteville, NC 28302

(910) 486-3230

Publication Dates: October 18, 2017,

October 25, 2017, November 1, 2017

33-35C

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION Before The Clerk COUNTY OF HOKE IN THE MATTER OF DONNIE GLENN MONROE 17 E 62

All persons, firms and corporations having claims against Donnie G. Monroe, deceased, are hereby notified to exhibit them to Jacqueline Monroe, Administratrix, of the estate of the decedent at 254 Pinehaven Circle, Raeford, NC 28376, on or before the 20th day of January, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 18th day of October,

2017.

Jacqueline Monroe, Administratrix

Of the estate of Donnie Glenn Monroe

254 Pinehaven Circle

Raeford, NC 28376

33-36P

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, November 2, 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-17-8 submitted by Catherine Watkins/Natasha Watkins for a Class B Manufactured Home to be located at Beard Road also known as Parcel Identification Number (PIN) 494740001663. The property is approximately one (5.4) 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 33-34C

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA COUNTY OF HOKE IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO.: 17 CVD 624

COUNTY OF HOKE, a political subdivision of the State of North Carolina, Plaintiff, v. DB INVESTORS, LLC; ERNEST WOODROW DAVIS, JR.; SPOUSE OF ERNEST WOODROW DAVIS, JR.; SPOUSE OF ROBERT EUGENE BALLARD; ALL HEIRS AND ASSIGNS OF ROBERT EUGENE BALLARD including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of Robert Eugene Ballard; Defendants.

To DB INVESTORS, LLC; ERNEST WOODROW DAVIS, JR.; SPOUSE OF ERNEST WOODROW DAVIS, JR.; SPOUSE OF ROBERT EUGENE BALLARD; ALL HEIRS AND ASSIGNS OF ROBERT EUGENE BALLARD including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of Robert Eugene Ballard;

Take notice that a pleading seeking relief against you has been filed in the above-entitled action.

The nature of the relief being sought is as follows: foreclosure sale to satisfy unpaid property taxes on your interest in the property described in Book 508 Page 075, which is more completely described in the complaint. Additional property description is as follows:

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

PIN: 38494-00-01-046

Property Location: Gainey Road, Raeford, NC

Plaintiff seeks to extinguish any and all claim that you may have in the property.

You are required to make defense to such pleading not later than November 27, 2017, and upon your failure to do so, the party seeking service against you will apply to the court for the relief sought.

This the 13th day of October, 2017

RUDOLPH K. SMITH

RKS Law

Attorney for Plaintiff

Post Office Box 2095

Fayetteville, NC 28302

(910) 486-3230

Publication Dates: October 18, 2017,

October 25, 2017, November 1, 2017

33-35C

NOTICE OF PUBLIC HEARING BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF HOKE, NORTH CAROLINA REGARDING TAX-EXEMPT BONDS TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY FOR THE BENEFIT OF CUMBERLAND COUNTY HOSPITAL SYSTEM, INC. D/B/A CAPE FEAR VALLEY HEALTH SYSTEM

NOTICE IS HEREBY GIVEN to all interested persons that the Board of Commissioners for the County of Hoke, North Carolina (the "County") will hold a public hearing in the Commissioners' Room in the Pratt Building, 227 N. Main Street, Raeford, North Carolina 28376, at 7:00 p.m., on November 6, 2017, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which time any person may be heard regarding health care facilities proposed to be refinanced by the Authority (as defined below) with proceeds from the issuance of its Health Care Facilities Revenue Refunding Bonds (Cape Fear Valley Health System), Series 2017 (the "Bonds"), in an aggregate amount not to exceed \$152,000,000.

The Bonds are expected to be issued pursuant to 66.0304 of the Wisconsin Statutes, as amended, by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds loaned to Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System, a North Carolina nonprofit corporation (the "Corporation").

The Corporation will use the proceeds from the sale of the Bonds to refund the North Carolina Medical Care Commission Health Care Facilities Revenue Bonds (Cape Fear Valley Health System), Series 2008A (the "2008A Bonds").

The proceeds of the 2008A Bonds were loaned to the Corporation and used with certain other bond proceeds to, among other things, (1) refund the North Carolina Medical Care Commission Health Care Facilities Revenue Bonds (Cape Fear Valley Health System) Series 2006B (the "2006B Bonds"); and (2) reimburse the Corporation for the cost of acquiring certain equipment for the Health System (as defined below) (the "2008 Project").

The proceeds of the 2006B Bonds were loaned to the Corporation and used to finance:

(1) the acquisition of the following facilities (collectively, the "Health System") by the Corporation from the County of Cumberland, North Carolina:

Approximate size/# beds	General functional description and use of facility	Name of facility	Street Address (Fayetteville, NC unless otherwise noted) (related facilities may be contiguous or adjacent)
800,000 Sqft/ 472-bed	Acute care hospital and related facilities	Cape Fear Valley Medical Center	1638 Owen Drive
81,000 Sqft/ 112-bed	Long term acute care hospital and related facilities	Highsmith-Rainey Memorial Hospital	150 Robeson Street
67,000 Sqft/ 32-bed	Behavioral Health Care facility with outpatient practice	Behavioral Health Care of CFVHS	3425 Melrose Road
35,122 Sqft	Various suites comprising of outpatient services and administrative offices	Medical Arts Center	101 Robeson Street
4,362 Sqft	Primary care physician building	Cape Fear Valley Internal Medicine	1262-A Oliver Street
4,362 Sqft	Pediatric care physician building	Melrose Pediatric Care	1262-B Oliver Street
8,086 Sqft	Primary care physician building	Cape Fear Valley OB-GYN	1320 Medical Drive
10,798 Sqft	Primary care physician building	Hope Mills Family Care	4092 Professional Drive, Hope Mills, NC
5,014 Sqft	Primary care physician building	North Ramsey Family Care	3412 Ramsey Street
4,454 Sqft	Primary care physician building	Westside Medical Care	1463 Pamalee Drive
18,070 Sqft	Primary care physician building	Diagnostic Center	524 Beaumont Road
3,350 Sqft	Pediatric care physician building	Highland Valley Pediatric Care	1219 Walter Reed Road
18,567 Sqft	Ambulance maintenance facility	Ambulance Non-Emergency Operations	610 Gillespie Street
65,261 Sqft	Medically oriented fitness center	Healthplex	1930 Skibo Road
3,314 Sqft	Lodging for patient's relatives	Stanton Hospitality House	1617 Roxie Avenue
1,247 Sqft	Lodging for patient's relatives	Cape Fear Valley Medical Center Foundation, Inc.	3533 Furman Drive
1,664 Sqft	Ambulance service	Cape Fear Valley EMS	1126 Cedar Creek Road
2,889 Sqft	Administrative office	Patient Financial Services	1641 Owen Drive
8,006 Sqft	Primary care physician building	Sleep Center	1213 Walter Reed Road
3,213 Sqft	Physician practice	Not in use	3318 Melrose Road
4,295 Sqft	Administrative office	Pediatric Acute Care Administration	3322 Melrose Road
18,000 Sqft	Primary care physician building	Hoke Family Medical Center	4056 South Main Street, Raeford, NC (Hoke County)

(2) the construction of a patient care tower, attached to and integrated with the existing structure at Cape Fear Valley Medical Center (1638 Owen Drive, Fayetteville, North Carolina) at all levels, with (a) Ground Floor Emergency Department (approximately 61,000 square feet), (b) First Floor Inpatient Imaging Services (approximately 29,000 square feet), (c) Second Floor Heart and Vascular Center, 36 bed observation unit (approximately 48,300 square feet), (d) Third Floor 48 bed Unit consisting of 24 Critical Care beds and 24 Telemetry beds (approximately 40,700 square feet), (e) Fourth Floor 48 bed Medical Surgical Unit (approximately 40,300 square feet), and (f) Fifth Floor Mechanical Support, with half floor shelled space (approximately 9,000 square feet);

(3) the construction of an approximately 181,300 square foot, 5 level parking deck with approximately 500 spaces along with new and reconfigured ground level parking at Cape Fear Valley Medical Center;

(4) renovations of existing space at Cape Fear Valley Medical Center, including the then-current Emergency Department and Imaging Department to be the primary Outpatient Diagnostic and Treatment Facility, with new construction for an outpatient entrance; first floor renovation of Outpatient Registration, Sleep Lab and Outpatient Rehabilitation; and second floor renovation of Outpatient Surgery;

(5) the acquisition of 100% of the membership interest in a limited liability company that was constructing an approximately 63,000 square foot outpatient facility known as "Health Pavilion North" located at the corner of Ramsey Street and Andrews Road in Fayetteville, North Carolina, including the payment of the construction loan therefor and completion of the facility;

(6) the acquisition of additional equipment for the Health System, including particularly for the Health Pavilion North and the Cape Fear Valley Medical Center (collectively, the "2006B Project," and together with the 2008 Project, the "Project");

(7) the payment of interest on the 2006B Bonds during completion of the 2006B Project; and

(8) the payment of certain expenses incurred in connection with the issuance of the 2006B Bonds, including the premium for the financial guaranty insurance policy for the 2006B Bonds.

The Project is owned and operated by the Corporation.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Corporation to the Authority, and certain funds and accounts established by the bond indenture for the Bonds. The principal of, premium, if any, and interest on the Bonds will not constitute an indebtedness or liability of the County of Hoke, the State of North Carolina, or any political subdivision of the State of North Carolina, or a charge against their general credit or any taxing powers.

Any person wishing to comment in writing on the Project or the issuance of the Bonds should do so prior to such meeting to the Board of Commissioners for the County of Hoke, North Carolina, P.O. Box 210, Raeford, North Carolina, 28376, Attention: Clerk to the Board of Commissioners.

BOARD OF COMMISSIONERS FOR THE COUNTY OF HOKE, NORTH CAROLINA
By: **Gwen McGougan**
Clerk to the Board of Commissioners
Dated: **October 18, 2017**

Aging Specialist

The Lumber River Council of Governments, a regional planning and service agency serving Bladen, Hoke, Richmond, Robeson and Scotland Counties, is seeking an Aging Specialist. The Aging Program Specialist is responsible for a variety of programmatic and operational and administrative activities associated with the overall operation of the Area Agency on Aging. This position will assume primary responsibility for service delivery, programmatic, and budgetary management for the Robeson & Scotland Counties congregate and home delivered meals older adult nutrition programs and assist with the provision of technical assistance and monitoring of community aging providers funded through the Older Americans Act. Bachelor degree in nursing, human services, public health, public administration or related field; or an equivalent combination of experience or training, preferred. Prefer at least one year's experience. Cover letter, employment application (www.lrcog.org) and resume' should be submitted to: Aging Specialist Position, Lumber River Council of Governments, 30 CJ Walker Road, Pembroke, NC 28372 or skj@lrcog.org. The closing date is 5:00 p.m. on Thursday, October 26, 2017. No faxed resumes and/or employment applications will be accepted. LRCOG is an Equal Opportunity Employer.

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 SHIRLEY TRUESDALE GIBSON 17 E 205

All persons, firms and corporations having claims against Shirley Truesdale Gibson, deceased, are hereby notified to exhibit them to Andrew Gibson, Executor, of the estate of the decedent at 7097 Walter Gibson Rd., Red Springs, NC 28377, on or before the 6th day of January, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 4th day of October, 2017, Andrew Gibson, Executor Of the estate of Shirley Truesdale Gibson
7097 Walter Gibson Rd.
Red Springs, NC 28377
31-34P

NOTICE OF FORECLOSURE SALE 17 SP 167

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Zachary B. Parker and Taylor Parker to Richard Morris and Katherine Miller, Trustee(s), dated the 6th day of October, 2014, and recorded in Book 1092, Page 791, 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 October 26, 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:

BEING all of Lot 101 in a subdivision known as WOODS EDGE, PHASE II, according to a plat of the same recorded in Plat Cabinet 3, Slide 3-18, Map 6 Hoke County Registry, Together with improvements located thereon; said property being located at 151 Detroit Court, 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.

SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE
c/o Hutchens Law Firm
P.O. Box 1028
4317 Ramsey Street
Fayetteville, North Carolina 28311
Phone No: (910) 864-3068
<https://sales.hutchenslawfirm.com>
Case No: 1207377 (FC.FAY)
32-33C

NOTICE OF FORECLOSURE SALE 16 SP 235 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Van N. Do And Tonya L. Do to Donald R. Posey, Trustee(s), which was dated December 20, 2004 and recorded on January 3, 2005 in Book 00651 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 October 31, 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:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF RAEFORD, MCLAUGHLIN TOWNSHIP, HOKE COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALL OF LOT 229, IN A SUBDIVISION KNOWN AS MCDUGALD DOWNS, SECTION NINE, PART FOUR, ACCORDING TO A PLAT OF THE SAMEDULY RECORDED IN PLAT CABINET 2, SLIDE 2-35, MAP 4, IN THE HOKE COUNTY REGISTRY, NORTH CAROLINA. BEING THE SAME PROPERTY CONVEYED TO VANN, DO AND WIFE, TONYA L. DO BY DEED FROM KINLAW DEVELOPMENT COMPANY RECORDED 05/07/1999 IN DEED BOOK 418 PAGE 853, IN THE REGISTER OF DEEDS OFFICE OF HOKE COUNTY, NORTH CAROLINA.

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

Said property is commonly known as 2918 Donegal 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 Van N. Do and wife, Tonya L. Do.

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 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 [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.: 16-12419-FC01
33-34C

CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
JAMES HENRY CULP
17 E 218

All persons, firms and corporations having claims against James Henry Culp, deceased, are hereby notified to exhibit them to James G. Culp, Executor, of the estate of the decedent at 204 W. Sixth Ave., Raeford, NC 28376, on or before the 13th day of January, 2018, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 11th day of October, 2017.

James G. Culp, Executor
Of the estate of James Henry Culp
204 W. Sixth Ave.
Raeford, NC 28376
32-35P

NOTICE OF FORECLOSURE SALE 17 SP 176

Under and by virtue of the power of sale contained in a certain Deed of Trust made by John A. Lowden Jr. and Lynette L. Lowden (PRESENT RECORD OWNER(S): John A. Lowden, Jr.) to H. Terry Hutchens, Esquire Hutchens, Senter & Britton, PA, Trustee(s), dated the 9th day of November, 2015, and recorded in Book 01133, Page 0464, 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 October 26, 2017 and will sell to the highest bidder for cash the following real estate situated in the Township of McLaughlin, in the County of Hoke, North Carolina, and being more particularly described as follows:

The following described property: All that certain lot or parcel of land situated in the City of Raeford, McLaughlin Township, Hoke County, North Carolina and more particularly described as follows: Being all of Lot 103 in a Subdivision known as Woodberry, Section One according to a plat of same being duly recorded in Slide 297, Map 1-4 Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 358 Woodberry Circle, Raeford, North Carolina. Assessor's Parcel No: 494660201075

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. SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE
c/o Hutchens Law Firm
P.O. Box 1028
4317 Ramsey Street
Fayetteville, North Carolina 28311
Phone No: (910) 864-3068
<https://sales.hutchenslawfirm.com>
Case No: 1216899 (FC.FAY)
32-33C

NOTICE OF FORECLOSURE SALE 17 SP 178

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Katherine L. Newman and Brian Newman to National Title Network, Trustee(s), dated the 16th day of November, 2011, and recorded in Book 00965, Page 0279, 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 October 26, 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 Number 206, in a subdivision known as Colonial Charters, Section 5, according to a plat of the same duly recorded in Plat Cabinet 2, Slide 2-54, Map 002, Hoke County, North Carolina Registry. Together with improvements located thereon; said property being located at 111 Jefferson Drive, Raeford, North Carolina. Parcel ID: 494660001476

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. SUBSTITUTE TRUSTEE SERVICES, INC.
SUBSTITUTE TRUSTEE
c/o Hutchens Law Firm
P.O. Box 1028
4317 Ramsey Street
Fayetteville, North Carolina 28311
Phone No: (910) 864-3068
<https://sales.hutchenslawfirm.com>
Case No: 1216531 (FC.FAY)
32-33C

AMENDED NOTICE OF FORECLOSURE SALE 17 SP 37

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Charles Bobo and Jessica Bobo to National Title Network, Trustee(s), dated the 26th day of May, 2011, and recorded in Book 945, Page 993, 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 October 26, 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 67, of Liberty Chase Subdivision, Section Two, as recorded in Plat Cabinet 3, Slide 3-97, Map 006, in the Office of the Register of Deeds of Hoke

County, North Carolina. Together with improvements located thereon; said property being located at 231 Declaration Drive, Raeford, North Carolina. Parcel ID: 694150001328

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. SUBSTITUTE TRUSTEE SERVICES, INC.
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P.O. Box 1028
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Case No: 1204607 (FC.FAY)
32-33C

ADVERTISEMENT FOR SINGLE PRIME BIDS OFFICE FACILITY RENOVATION SANDHILLS CENTER FOR MENTAL HEALTH ASHEBORO, NORTH CAROLINA COMM. NO. 4418

Single Prime proposals will be received by the SANDHILLS CENTER FOR MENTAL HEALTH at SEVEN LAKES, NORTH CAROLINA until 3:00 PM, November 1, 2017 for an OFFICE AND MENTAL HEALTH FACILITY RENOVATION located at 110 W. Walker Avenue, Asheboro, North Carolina, and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into this project. Scope of work will consist of: Provide all work shown on the Plans, in Project Manual and as required by Codes for the renovation of an existing 24,000 +/- SF, Three Story Office and Mental Health Crisis Center Building and Site Work. Work includes interior upfit, PME upgrades/replacement, elevator replacement and sprinkler addition.

Documents will be open for inspection in the office of Stogner Architecture, PA, 615 East Broad Avenue, Rockingham, North Carolina (Designer); or available for on-line viewing from the offices of McGraw Hill Financial www.mhfi.com; Construction Market Data www.reedbusiness.com; NEXTPLANS www.nextplans.com; Construction Journal www.constructionjournal.com; The Blue Book www.thebluebook.com.

Qualified bidders may obtain Electronic documents from Stogner Architecture, PA. For instructions email: info@stognerarchitecture.com. Printed documents may be obtained from AEC Imaging & Graphics, LLC, 125 Murray Hill Road, Ste. E, Southern Pines, North Carolina 27387; Phone: 910-693-1034; Email: aecimaging@embarqmail.com with production costs being paid by the contractor.

All contractors are hereby notified that they must have proper license under the State laws governing their respective trades.

The Owner invites and encourages the participation of minorities, women, and disabled business enterprises, and prohibits discrimination against any person or business in pursuit or award of this opportunity on the basis of race, color, sex, religion, national origin, age, disability, or veteran status.

PLANS AND PROJECT MANUAL AVAILABLE AFTER SEPTEMBER 6, 2017.

Bid opening will be at the office of Sandhills Center for Mental Health and proposals may be delivered or shipped to the following address:

**Sandhills Center for Mental Health
1120 Seven Lakes Drive* • West End, NC 27376
Attn: Victoria Whitt, CEO
*(Please note bids mailed via the US Postal Service should be sent to: P.O. Box 9, West End, NC 27376).**

The Owner reserves the right to reject any or all bids and to waive informalities.

**Victoria Whitt, CEO
SANDHILLS CENTER FOR MENTAL HEALTH
Designer: Stogner Architecture, PA
615 East Broad Avenue • Rockingham, North Carolina 28379**