

LEGAL ADVERTISING

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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, October 5, 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-17-6 submitted by Mary Stuart/Derek Smith for a Class B Manufactured Home to be located at 715 Beard Road also known as Parcel Identification Number (PIN) 494740001380. The property is approximately one (5.4) acre and is located within the Residential Agricultural (RA-20) Zoning District.

Serenity Therapeutic Services is requesting consideration of an Administrative Appeal of the decision of the Hoke County Zoning Administrator to revoke Zoning Permit # 6766 for the use of "Adult Care Home" at 311 Woodberry Circle, also known as Hoke County Parcel Identification Number (PIN) 494660201033

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 29-30C

NOTICE TO CREDITORS STATE OF NORTH CAROLINA COUNTY OF HOKE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK OF COURT

ESTATE FILE # 17 - E - 203
Having qualified before the Honorable Evelyn McLeod, Clerk of Superior Court for Hoke County, North Carolina, as Administrator of the Estate of Milton Geovanni Calderon Alvarado, late of Raeford, Hoke County, North Carolina (the "Estate"),

This is to notify all persons having claims against the said Estate to present those claims in writing to the undersigned on or before December 20, 2017 or the same will be pleaded in bar of their recovery.

All persons indebted to the said Estate shall please make immediate payment to satisfy their obligation.

This the 20th day of September, 2017.

J. Erik Groves, Administrator
c/o J. Erik Groves, PC
PO Box 895
Waxhaw, NC 28173
29-32C

NOTICE OF FORECLOSURE SALE 17 SP 164

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Richard Marte and Jackie D. Marte to Chicago Title, Trustee(s), dated the 25th day of March, 2015, and recorded in Book 01115, Page 0105, 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 5, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Hoke, North Carolina,

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and being more particularly described as follows:

All that certain Lot or Parcel of land situated in or near the City of Raeford, Hoke County, North Carolina and more particularly described as follows: Being all of Lot 10 in a subdivision known as Tarheel Pines plat of the same being recorded in Plat Cabinet 2, Slides 2-29, Map 005 of Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 212 Longleaf Pines Drive, Raeford, North Carolina. BEING the same property conveyed to Richard Marte and Jackie D. Marte from William O. Sensenich, Jr. and Kacey M. Sensenich by General Warranty Deed dated July 1, 2014 and recorded July 3, 2014 in Book 01083, Page 0651, in the Land Records of Hoke, NC

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: 1219649 (FC.FAY)
29-30C

NOTICE OF FORECLOSURE SALE 17 SP 159

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Reginald Tyrone James and Tammy James to F. Stuart Clarke, Trustee(s), dated the 13th day of December, 2011, and recorded in Book 00968, Page 0125, 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 5, 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 93 in a subdivision known as BROWNSTONE FARMS Section 1 Part 2 as shown on a plat of same duly recorded in Plat Cabinet 3 Slide 358 Maps 002 and 003 Hoke County Registry North Carolina. Together with improvements located thereon; said property being located at 218 Oakridge Drive, Raeford, North Carolina. APN# 494560401233

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: 1219335 (FC.FAY)
29-30C

CITY OF RAEFORD COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATIONS NOTICE OF FIRST PUBLIC HEARING

In accordance with Section .1002 of Subchapter 19L of the North Carolina Community Development Block Grant Program, notice is hereby given that the Raeford City Council will conduct a public hearing at 7:00 pm on Monday, October 2, 2017 at Raeford City Hall located at 315 N. Main Street, Raeford, North Carolina.

The purpose of the public hearing will be to discuss the City's intent to submit applications for Community Development Block Grant funds, which may include those grants as administered by the North Carolina Department of Commerce.

Interested parties may present their views orally or in writing at the public hearing or prior to the public hearing by communicating with Dennis Baxley, City Manager at 910/875-8161. Written citizen comments will be responded to in writing within ten (10) calendar days of receipt of comments by the applicant. All citizens of the City of Raeford are invited to attend and participate in the public hearing.

Persons needing special assistance or non-English speaking persons should contact Betty Smith, City Clerk at 910/875-8161 no later than 48 hours prior to the meeting. Hearing impaired persons desiring additional information or having questions regarding this subject matter should call the North Carolina Relay Numbers for the Deaf at 1-800-735-8262.

Las personas que necesitan asistencia especial o personas que no hablan Inglés deben ponerse en contacto Betty Smith, City Clerk a 910/875-8161 por lo menos 48 horas antes de la reunión. Personas con discapacidad auditiva que deseen información adicional o tienen preguntas sobre este tema deben llamar al número de Servicios para Personas Sordas de Carolina del Norte en 1-800-735-8262.

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NOTICE OF SERVICE BY PUBLICATION
STATE OF NORTH CAROLINA
HOKE COUNTY
IN THE DISTRICT COURT
DIVISION
FILE No. 14 JT 10

In the Matter of Minor Female J.M.T.
To: Caesar Tud, Father of J.M.T.

Take notice that a pleading seeking relief against you has been filed in the above-entitled Juvenile action. The nature of the relief being sought is the termination of your parental rights as to Juvenile J.M.T., born on November 28, 1999 in Panama City, Panama. A court order from the District Court of Hoke County directing that service of process on you take place by publication was entered September 8, 2017.

You must answer or otherwise respond to the pleading within forty (40) days of the date of first publication of this notice stated below. If you fail to answer or otherwise respond within the time prescribed, your parental rights in and to the juvenile referred to above will be terminated.

If you are indigent and not already represented by appointed counsel, you are entitled to appointed counsel in this matter, and to that end, provisional counsel has been appointed to you in this matter, and that the appointment of provisional counsel shall be reviewed (including the issue of whether to release such provisional counsel if you do not appear) by the court at the first hearing after service of process in this matter.

You are advised to IMMEDIATELY contact the Clerk of Court of Hoke County, at (910) 878-4100, to obtain further information about this case, including a copy of the pleading filed herein, the date(s) and time(s) of scheduled hearings.

First published this the 13th day of September 2017.

Jose A. Coker, Esq.
The Charleston Group Lawyers
Attorney for the Petitioner
Hoke County Department of Social Services
Post Office Box 1762
Fayetteville, N.C. 28302
Telephone: 910-485-2500
State Bar No. 28478
9/13, 9/20, 9/27
28-30C

Legal Notice
NORTH CAROLINA
HOKE COUNTY

The undersigned, Lauren Brock, having qualified on September 6, 2017, as Personal Representative of the ESTATE OF JULIA PHILLIPS BROCK A/K/A JULIA ANN BROCK, 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 December 22, 2017, 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 20th day of September, 2017.

Lauren Brock
Personal Representative
Estate of Julia Phillips Brock
a/k/a Julia Ann Brock
Margaret Lorenz
Attorney for the Estate
230 North Bennett Street
Southern Pines, NC 28387
29-32C

Legal Notice
NORTH CAROLINA
HOKE COUNTY

The undersigned, Judith Quarles a/k/a Judith Blanton Quarles, having qualified on May 1, 2017, as Personal Representative of the ESTATE OF LINDA M. WATSON A/K/A LINDA MERCER WATSON A/K/A LINDA SUE WATSON A/K/A LINDA SUE BLANTON WATSON, 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 December 8, 2017, 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 6th day of September, 2017.

Judith Quarles a/k/a
Judith Blanton Quarles
Personal Representative
Estate of Linda M. Watson
a/k/a Linda Mercer Watson
a/k/a Linda Sue Watson
a/k/a Linda Sue Blanton Watson
Margaret Lorenz
Attorney for the Estate
230 North Bennett Street
Southern Pines, NC 28387
27-30P

LEGAL DEADLINE:
NOON FRIDAY
PRIOR TO
PUBLICATION DATE

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

CREDITOR'S NOTICE
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
Before The Clerk
COUNTY OF HOKE
IN THE MATTER OF
RANDY D. BLACKBURN
15 E 218

All persons, firms and corporations having claims against Randy D. Blackburn, deceased, are hereby notified to exhibit them to Camilla M. Blackburn, Administratrix, of the estate of the decedent at 120 Atry Loop, Raeford, NC 28376, on or before the 2nd day of December, 2017, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 30th day of August, 2017.
Camilla M. Blackburn, Administratrix
Of the estate of Randy D. Blackburn
120 Atry Loop
Raeford, NC 28376
26-29P

NOTICE OF SERVICE BY PUBLICATION
STATE OF NORTH CAROLINA
HOKE COUNTY
IN THE DISTRICT COURT
DIVISION
FILE No. 14 JT 09

In the Matter of Minor Female
N.N.T.
To: Caesar Tud, Father of N.N.T.

Take notice that a pleading seeking relief against you has been filed in the above-entitled Juvenile action. The nature of the relief being sought is the termination of your parental rights as to Juvenile N.N.T., born on September 5, 2001 in Panama City, Panama. A court order from the District Court of Hoke County directing that service of process on you take place by publication was entered September 8, 2017.

You must answer or otherwise respond to the pleading within forty (40) days of the date of first publication of this notice stated below. If you fail to answer or otherwise respond within the time prescribed, your parental rights in and to the juvenile referred to above will be terminated.

If you are indigent and not already represented by appointed counsel, you are entitled to appointed counsel in this matter, and to that end, provisional counsel has been appointed to you in this matter, and that the appointment of provisional counsel shall be reviewed (including the issue of whether to release such provisional counsel if you do not appear) by the court at the first hearing after service of process in this matter.

You are advised to IMMEDIATELY contact the Clerk of Court of Hoke County, at (910) 878-4100, to obtain further information about this case, including a copy of the pleading filed herein, the date(s) and time(s) of scheduled hearings.

First published this the 13th day of September 2017.

Jose A. Coker, Esq.
The Charleston Group Lawyers
Attorney for the Petitioner
Hoke County Department of Social Services
Post Office Box 1762
Fayetteville, N.C. 28302
Telephone: 910-485-2500
State Bar No. 28478
9/13, 9/20, 9/27
28-30C

NOTICE OF SALE
IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION
HOKE COUNTY
17SP152

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY DAMON J. BLYGH AND WIRUTVONG BLYGH DATED NOVEMBER 16, 2012 AND RECORDED IN BOOK 1012 AT PAGE 705 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 11:00AM on October 4, 2017 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

BEING all of Lot Number 17 in a subdivision known as A REVISION OF COBBLE RIDGE and the same being duly recorded in Book of Plats 388, as page 1, Hoke County Registry, North Carolina.

And being more commonly known as: 203 Drew St, Raeford, NC 28376 The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Damon J. Blygh and Wirutvong Blygh.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the

deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is September 13, 2017.

Grady I. Ingle or Elizabeth B. Ellis
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/ncl>
17-093467
29-30C

AMENDED NOTICE OF FORECLOSURE SALE
16 SP 241

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Michael Kenneth Dunn and wife, Holly Noel Dunn to National Title Network, Trustee(s), dated the 1st day of July, 2013, and recorded in Book 1045, Page 872, 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 10:00AM on October 5, 2017 and will sell to the highest bidder for cash the following real estate situated in the Township of Quewhiffle Township, 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: All that certain lot or parcel of land situated in the City of Aberdeen, Quewhiffle Township, Hoke County North Carolina and more particularly described as follows: TRACT ONE: Being all of Lot No. Seven, containing 5.17 acres, as shown on a survey entitled "James R. Nixon, Quewhiffle Township, Hoke County, North Carolina," Prepared by Leland D. Strother, Registered Land Surveyor, dated April, 1987, and recorded in Map Book 8, Page 118, of the Hoke County Registry, to which reference is hereby made. Together with improvements located thereon; said property being located at 231 Private Lane, Aberdeen, North Carolina. Being the same property as described in Deed Book 254, Page 905, Hoke County Registry. TRACT TWO: Beginning at an iron pipe in the Nixon line, the northwest corner of a 10.7 acres tract heretofore deeded to the Strugeon's by Strother and wife, by deed duly recorded in Book 173 at Page 565 of the Hoke County Registry; and running from said beginning point with the Nixon line, North 05 deg. 28 min East 300.64 feet to another iron pipe in the Nixon line; thence South 59 deg. 50 min. East 607.87 feet to an iron pipe; thence North 88 deg. 59 min. West 552.22 feet to the point of beginning, and containing 1.9 acres, and being bounded by other lands of

Strother on the North by other lands of Sturgeon on the South and by the lands of Nixon on the West. Parcel ID: 584880001163; 584880001055

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: 1217221 (FC.FAY) 29-30C

NOTICE OF FORECLOSURE SALE
16 SP 206
NORTH CAROLINA,
HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Oscar D. Devega and Maria F. Devega to Madison Settlement Services, Trustee(s), which was dated September 11, 2009 and recorded on October 5, 2009 in Book 00876 at Page 0089, 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 3, 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 OR NEAR THE CITY OF RAEFORD, MCLAUGHLIN TOWNSHIP, HOKE COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING ALL OF LOT 110 IN A SUBDIVISION KNOWN AS SOMERSET (SHEET 2 OF 2), SECTION TWO AND THE SAME BEING DULY RECORDED IN PLAT CABINET 2, SLIDE 2-92, MAP 1, HOKE COUNTY REGISTRY, NORTH CAROLINA.

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

Said property is commonly known as 334 Somerset 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 Oscar De Jesus Devega and Alexis Marie Devega and Maria F. Devega a/k/a Maria Fernanda Fajardo.

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

If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. Trustee Services of Carolina, LLC Substitute Trustee Brock & Scott, PLLC Attorneys for Trustee Services of Carolina, LLC 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No.: 16-06518-FC01 29-30C

NOTICE OF FORECLOSURE SALE
NORTH CAROLINA
HOKE COUNTY
IN THE GENERAL COURT
OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK
17 SP 115

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM JOHN PINTO, JR. AND WIFE, GINA M. PINTO, DATED DECEMBER 15, 2005, RECORDED IN BOOK 697, PAGE 479, HOKE COUNTY REGISTRY, AND A DEED OF TRUST FROM JOHN PINTO, JR. AND GINA M.

PINTO, DATED MARCH 30, 2007, RECORDED IN BOOK 756, PAGE 982, HOKE COUNTY REGISTRY, AS MODIFIED BY THE HOME EQUITY LOAN MODIFICATION AGREEMENT RECORDED IN BOOK 996, PAGE 663, HOKE COUNTY REGISTRY

Pursuant to an order entered August 29, 2017, in the Superior Court for Hoke County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash, AT THE COURTHOUSE DOOR IN RAEFORD, HOKE COUNTY, NORTH CAROLINA ON SEPTEMBER 29, 2017, AT 11:30 A.M. the real estate and the improvements thereon secured by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Hoke County, North Carolina, and being more particularly described as follows:

All that certain parcel of land lying and being situated in the County of Hoke, State of NC, to-wit: Being all of Lot No. 53, in the subdivision known as Stonewall, Section Six, according to a plat of same duly recorded in Slide 374, Map 4, Hoke County Registry, North Carolina.

Tax Map Reference: 94840401122 Being that parcel of land conveyed to John Pinto, Jr. and wife, Gina M. Pinto, Tenants by the Entirety from Southview Corporation d/b/a Southview Builders by that deed dated 02/17/1998 and recorded 02/20/1998 in deed book 385, at page 503 of the Hoke County, NC Public Registry

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owners of the real property not more than ten days prior to the date hereof are John Pinto, Jr. and Gina M. Pinto.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by non-warranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recording of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run.

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$.45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A 308(a)(1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

To the extent this sale involves residential property with less than fifteen (15) rental units, including single family residential real property, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes 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; and

b. 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 ten (10) days, but no more than ninety (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. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

This 29th day of August, 2017.

POYNER SPRUILL LLP
Deborah E. Sperati, Esq.
Attorneys for Spruillco, LLC
130 S. Franklin Street
P.O. Box 353
Rocky Mount, NC 27802
Telephone: (252) 972-7022
29-30C

NOTICE OF 2015 MUNICIPAL ELECTION

An election will be held on Tuesday, November 07, 2017 for the City of Raeford to elect the mayor and two members of the city council.

Those who live in the City of Raeford and are register are able to vote in this election. Registration will be open untiled October 13, 2017 at 5:00 pm. Any voter eligible to vote in this election may vote Absentee by mail, Absentee One-stop, or at their designated precinct on Election Day. City residents in Raeford #5 Precinct will be temporarily transferred to Raeford #1 for the purpose of voting in the Municipal Election on Election Day.

Absentee voting by mail begins October 08, 2017 and end October 31, 2017 at 5:00 pm. One-stop will be held at the Board of Election Office and will begin October 19, 2017 until November 04, 2017. The hours will be from 9:00 am until 6:00 pm Monday through Friday and November 04, 2017 from 9:00 am to 1:00 pm.

The polls that will be open for the Municipal Election starting at 6:30 am until 7:30 pm will be:

Raeford #1 – Hoke County Public Library
Raeford #2 – Juvenile Justice Conference Room
Raeford #4 – Raeford Civic Center

Each polling place is accessible to the elderly and the handicapped and offers curbside assistance.

Robert E. Vaughn, Chairman
Hoke County Board of Elections

PUBLIC NOTICE LEASE OF CITY PROPERTY

The Raeford City Council intends to enter into an agreement to lease land on the Public Works Facility grounds located at 701 South Main Street, Raeford, NC, 28376. The City intends to lease the property to US Cellular, dba, USCOC of Greater North Carolina, LLC for five (5) consecutive terms of five (5) years with annual payment of \$16,800. The start date of this lease will commence on November 1, 2017.

The Raeford City Council intends to authorize the lease agreement at the regularly scheduled meeting to be held Monday, October 2nd, 2017, at 7:00 PM at the Raeford City Hall, James B. McLeod Council Chambers located at 315 N. Main Street, Raeford, NC.

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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 516

COUNTY OF HOKE, a political subdivision of the State of North Carolina, Plaintiff, v. BEVERLY BRIDGES; HARRIET BRIDGES FIELDS; DEBORAH BRIDGES; GWENDOLYN BRIDGES JENEGAN a/k/a GWENDOLYN BRIDGES JANIGAN; ALL HEIRS AND ASSIGNS OF FRANKLIN BRIDGES, JR., including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of FRANKLIN BRIDGES, JR. Defendants

To BEVERLY BRIDGES; HARRIET BRIDGES FIELDS; DEBORAH BRIDGES;

GWENDOLYN BRIDGES JENEGAN a/k/a GWENDOLYN BRIDGES JANIGAN;

ALL HEIRS AND ASSIGNS OF FRANKLIN BRIDGES, JR., including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of FRANKLIN BRIDGES, JR.

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 432 Page 796, 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: 69446-00-01-252

Property Location: Twin Creeks Dr., 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 October 16, 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 31st day of August
RUDOLPH K. SMITH
RKS Law
Attorney for Plaintiff
Post Office Box 2095
Fayetteville, NC 28302
(910) 486-3230
Publication Dates: September 6th, 2017; September 13th, 2017 and September 20, 2017
27-29C

NOTICE OF FORECLOSURE SALE

17 SP 78

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Joe A. Guajardo, Jr. and Pam Guajardo to William R. Echols, Trustee(s), dated the 18th day of May, 2012, and recorded in Book 988, Page 513, and Modification in Book 1163, Page 689, 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 5, 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 59 as shown on plat entitled "SECTION TWO BRENTHAVEN" being duly recorded in Plat Cabinet 4 Slide 4-16 Map 008 Hoke County Registry, North Carolina. Together with improvements located thereon; said property being located at 335 Cheswick Drive, 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 and 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: 1209805 (FC.FAY)

29-30C

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NOTICE OF SERVICE OF PROCESS BY PUBLICATION NORTH CAROLINA HOKE COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 17 CVS 517

TO: National Mortgage Corp of America formerly of 2808 Fairmont Street, Dallas, TX 75201-1450

CLYDE CAMPBELL MCNEILL AND MARGIE MCLEAN MCNEILL, Plaintiffs, vs. NATIONAL MORTGAGE CORP OF AMERICA and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF MOTOR VEHICLES, Defendants.

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: The Plaintiff in the above-entitled action

has filed a Complaint for Declaratory Judgment and Unjust Enrichment on the real property owned by Clyde Campbell McNeill and Margie McLean McNeill located at 296 Covington Road, Red Springs, NC 28377 and more specifically described in a deed of trust recorded in Book 225, Page 464 Hoke County Registry:

Lying and being in Antioch Township, Hoke County, North Carolina, about 7.5 miles south of the City of Raeferd, about 0.2 miles southeast of the intersection of Secondary Road No. 1128 with Secondary Road, No. 1108, and on the southwest side and adjoining soil Secondary Road No. 1128, and on all other sides by other lands of Olan B. Covington Estate, and being more particularly described as follows:

Beginning at an existing iron pipe, gum pointers, a corner of the original tract, and runs thence as the original line and as the southeastern line of the lands conveyed to Grantham McNeill by deed recorded in Deed Book 141, Page 341, Hoke County Registry, North 80 degrees, 04 minutes 30 seconds East (198.39 feet to a point 0.09 feet right of an existing iron axle) a total distance of 234.25 feet to a point in the centerline of soil Secondary Road No. 1128, South 46 degrees 20 minutes 35 seconds East 136.50 feet to an iron rod; thence as a new line, South 80 degrees 04 minutes 30 Seconds West (37.28 feet to an iron rod) a total distance of 234.25 feet to an iron rod; thence North 46 degrees 20 minutes 35 seconds West 136.50 feet to the Beginning, containing 0.59 acres (0.50 acres exclusive of road right of way) as surveyed by George T. Paris and Associate on September 22, 1982, using magnetic meridian of 1981, and being a portion of an 80 acres tract of land devised to Mattie Covington and Olin Covington by report of commissioners filed in Deed Book 5-W, Page 51, Robeson County Registry.

You are required to defend such pleading not later than forty days after the date of the first publication of notice stated above, exclusive of such date, being forty days after September 6, 2017, or by October 16, 2017, and upon your failure to do so, the party seeking service of process by publication will apply to the Court for the relief sought.

This the 1st day of September, 2017.

HUTCHENS LAW FIRM
JOHN A. MANDULAK
Attorney for Plaintiff
4317 Ramsey Street
Post Office Box 2505
Fayetteville, NC 28302
Telephone: (910) 864-6888
27-29C

GENERAL NOTICE OF TAX FORECLOSURE SALE 17 CVD 407

Under and by virtue of an order of the District Court of Hoke County, North Carolina, made and entered in the action entitled "COUNTY OF HOKE, a political subdivision of the State of North Carolina v. PATRICIA W. COE; FRANK WILLARD; ALL HEIRS AND ASSIGNS OF MARY COOKE TYNDAL, including all unknown heirs, devisees, legatees, creditors, debtors, and all those claiming by and through the Estate of MARY COOKE TYNDAL," the undersigned Commissioner will at 12:00 noon on the 21st day of September, 2017 offer for sale and sell for cash, to the last and highest bidder at public auction, at the courthouse door in Hoke County, North Carolina, in Raeferd, the following described real property.

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

PIN: 79473-00-01-115
Property Location: Arabia Road, Lumber Bridge, NC

"BEGINNING at a point in the southern margin of Secondary Road Number 1003, said point being the northwest corner of "Exception III", as described in Deed Book 165, Page 599, Hoke County Registry, thence with the western boundary of Exceptions III South 4 degrees 53 minutes West 400.50 feet; thence South 4 degrees 53 minutes West 599.49 feet to an iron stake; thence North 57 degrees 37 minutes West 225.48 feet to an iron stake; thence North 4 degrees 53 minutes East 912.97 feet to the southern margin of Secondary Road Number 1003; thence with said margin South 80 degrees 14 minutes East 200.73 feet to the BEGINNING and containing 4.39 acres."

The said property is being sold as is, with all existing conditions or faults. The last and highest bid will be accepted and will be final and irrevocable, and may not be withdrawn and shall not be refunded after the sale. The last and high-

est bidder shall be responsible for making any investigation deemed appropriate prior to sale as to the condition of the property, the status of title to the property, or any other matter(s) affecting the property.

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

This 17th day of August, 2017
RUDOLPH K. SMITH
RKS Law
Attorney for Hoke County Tax Collection Department
Post Office Box 2095, Fayetteville, NC 28302
(910) 486-3230
Publication dates: 9/13/2017 & 9/20/2017
File No: 17 CVD 407
28-29C

GENERAL NOTICE OF TAX FORECLOSURE SALE 17 CVD 390

Under and by virtue of an order of the District Court of Hoke County, North Carolina, made and entered in the action entitled "COUNTY OF HOKE, a political subdivision of the State of North Carolina v. LACY L. SHAW; ELAINE GODWIN SHAW", the undersigned Commissioner will at 12:00 noon on the 21st day of September, 2017 offer for sale and sell for cash, to the last and highest bidder at public auction, at the courthouse door in Hoke County, North Carolina, in Raeferd, the following described real property.

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

PIN: 79462-00-01-112
TRACT NO. I

A certain tract or parcel of land in Stonewall Township, Hoke County, North Carolina, situated about 6.5 miles Southeast of Raeferd, North Carolina, lying on the Southeast side of the north terminus of N.C. State Road No. 1469, Baldwin Road, adjoining the lands JACQUELINE M. WILLIAMS on the Southwest, James H. Handon on the Northwest and Northeast and John G. Balfour on the Southeast, being further described as follows:

COMMENCING at a nail at the centerline pavement intersection of N.C. State Road No. 1434, Purdie Road, and N.C. State Road No. 1469, Baldwin Road, thence North 60 degrees 08 minutes 10 seconds East for a distance of 1837.26 feet to a nail at the base of an axle, a common corner of the Will Shaw tract described in Deed Book 137, page 457 in the Hoke County Registry and Jacqueline M. Williams (Deed Book 216, Page 685) and being THE POINT OF BEGINNING of the tract described hereon; thence as the Northwest line of Will Shaw North 59 degrees 45 minutes 40 seconds East for a distance of 58.88 feet to an iron rod, said iron rod located South 74 degrees 52 minutes 48 seconds West a distance of 22.13 feet from a concrete right of way monument at the north terminus of the Southeast right of way line of N.C. State Road No. 1469, Baldwin Road; thence as a Northeast line of Shaw, South 30 degrees 28 minutes 00 seconds East for a distance of 30.00 feet to an iron rod; thence as a Northwest line of Will Shaw, North 59 degrees 32 minutes 13 seconds East for a distance of 57.88 feet to an iron rod; thence as the Northeast line of Will Shaw, a common line with James H. Handon (Deed Book 210, Page 736) South 35 degrees 55 minutes 00 seconds East for a distance of 191.75 feet to an iron rod, a common corner with Shaw and Handon; thence as a common line with Will Shaw and James H. Handon to and along the common line of James H. Handon (Deed Book 208, Page 155) and Sylvester Shaw (Deed Book 210, Page 738) North 59 degrees 30 minutes 59 seconds East for a distance of 242.94 feet to a rebar; thence South 46 degrees 59 minutes 40 seconds East for a distance of 10.03 feet to a point in the Northeast terminus of the Southeast right of way line of a 10 (ten) foot wide access easement; thence continuing South 34 degrees 59 minutes 40 seconds East for a distance of 202.62 feet to a rebar in a ditch; thence as a common line with John G. Balfour (Deed Book 137, Page 42) South 60 degrees 04 minutes 15 seconds West for a distance of 352.24 feet to an axle, a common corner with the aforementioned Williams; thence as a common line with Williams, North 36 degrees 06 minutes 44 seconds West for a distance of 209.59 feet to a rebar; thence continuing North 36 degrees 06 minutes 44 seconds West for a distance of 222.24 feet to the BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains 2.246 acres, more or less and being a portion of the Sylvester S. Shaw lands described in Deed Book 210, Page 738 and a portion of the Will Shaw and Sylvester S. Shaw lands described in Deed Book 137, Page 457 in the Hoke County Registry.

TEN (10) FOOT ACCESS EASEMENT:

The above described 2.246 acre tract has conveyed with it and is subject to a ten (10) foot wide easement to be used for ingress and egress to N.C. State Road No. 1469, Baldwin Road, said easement being further described as follows:

COMMENCING at a nail at the centerline pavement intersection of N.C. State Road No. 1434, Purdie Road, and N.C. State Road No. 1469,

Baldwin Road; thence North 60 degrees 08 minutes 10 seconds East for a distance of 1837.26 feet to a nail at the base of an axle, a common corner of the Will Shaw tract described in deed Book 137, Page 457 in the Hoke County Registry and Jacqueline M. Williams (Deed Book 216, Page 685); thence as the Northwest line of Will Shaw, North 59 degrees 45 minutes 40 seconds East for a distance of 48.88 feet to the POINT OF BEGINNING of the easement described hereon; thence from the beginning as the Northwest line of Will Shaw, North 59 degrees 45 minutes 40 seconds East for a distance of 10.00 feet to an iron rod, said iron rod located South 74 degrees 52 minutes 48 seconds West a distance of 22.13 feet from a concrete right of way monument at the North terminus of the Southeast right of way line of N.C. State Road No. 1469, Baldwin Road; thence as the Northeast line of Shaw, South 30 degrees 28 minutes 00 seconds East for a distance of 30.00 feet to an iron rod; thence as a Northwest line of Will Shaw, North 59 degrees 32 minutes 13 seconds East for a distance of 57.88 feet to an iron rod; thence as the Northeast line of Will Shaw, a common line with James H. Handon (Deed Book 210, Page 736); South 35 degrees 55 minutes 00 seconds East for a distance of 191.75 feet to an iron rod, a common corner with Shaw and Handon; thence as a common line with Will Shaw and James H. Handon to and along the common line of James H. Handon (Deed Book 208, Page 155) and Sylvester Shaw (Deed Book 210, Page 738) North 59 degrees 30 minutes 59 seconds East for a distance of 242.94 feet to a rebar, the point of BEGINNING of the above described 0.749 acre tract; thence as the Southwest line of the above described 0.749 acre tract, South 34 degrees 59 minutes 40 seconds East for a distance of 10.03 feet to a point in said line; thence South 59 degrees 30 minutes 59 seconds West for a distance of 252.82 feet to a point; thence North 35 degrees 55 minutes 00 seconds West for a distance of 191.76 feet to a point; thence South 59 degrees 32 minutes 13 seconds West for a distance of 58.79 feet to a point; thence North 30 degrees 28 minutes 00 seconds West for a distance of 40.04 feet to the BEGINNING, and being all of the Easement."

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

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

This 17th day of August, 2017
RUDOLPH K. SMITH
RKS Law
Attorney for Hoke County Tax Collection Department
Post Office Box 2095, Fayetteville, NC 28302
(910) 486-3230
Publication dates: 9/13/2017 & 9/20/2017
File No: 17 CVD 390
28-29C

AMENDED NOTICE OF FORECLOSURE SALE NORTH CAROLINA HOKE COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK 16 SP 252

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM CURTIS L. RAY AND THERESA STEWARD RAY, DATED JULY 17, 2007, RECORDED IN BOOK 769, PAGE 778, HOKE COUNTY REGISTRY

Pursuant to an order entered December 14, 2016, in the Superior Court for Hoke County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash, AT THE PHYSICAL LOCATION OF PROPERTY LOCATED AT 7350 TURNPIKE ROAD, RAEFERD, NORTH CAROLINA, ON SEPTEMBER 27, 2017 AT 10:00 A.M. the real estate and the improvements thereon secured by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Hoke County, North Carolina, and being more particularly described as follows:

Tract II: PIN #58494-00-01-051 BEING all of Tract No. Six (6) according to plat captioned "Division of Howard Ray, Quewhiffle Township, Hoke County, North Carolina" as drawn and survey in August of 1988, by John T. Furmage, Register Land Surveyor in Slide 240, Map 1 of the Hoke County Public Registry. See that deed recorded in Book 264, Page 446 of the Hoke County Public Registry for title information.

Tract IV: PIN #58494-00-01-050 Lying and being in Quewhiffle Township, Hoke County, North Carolina, and being all of that 2.00 acre tract as shown on a survey prepared by Leland D. Strother, and as recorded in Plat Cabinet 3, Slide 3-13, Map 001 of the Hoke County Public Registry

to which reference is hereby made.

Tract VI: PIN #58494-00-01-099 Lying and being in Quewhiffle Township, Hoke County, North Carolina and being all of that 1.89 acre tract as shown on a survey prepared by Leland D. Strother, and as recorded in Plat Cabinet 3, Slide 3-13, Map 001 of the Hoke County Public Registry to which reference is hereby made.

LESS AND EXCEPT that land as conveyed by Deed recorded in Book 634, Page 296, Hoke County Registry.

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owners of the real property not more than ten days prior to the date hereof are Curtis L. Ray, Theresa Steward Ray, and James Edward McGregor.

Bidding for Tract II: PIN #58494-00-01-051, Tract IV: PIN #58494-00-01-050, and Tract VI: PIN #58494-00-01-099 shall begin at the minimum amount of \$1,500.00 for all three vacant lots and no bids less than this amount will be accepted. A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by non-warranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recording of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run.

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A 308(a)(1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

To the extent this sale involves residential property with less than fifteen (15) rental units, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes 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; and

b. 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 ten (10) days, but no more than ninety (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. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

This 18th day of August, 2017.
NCF SERVICES LLC, Substitute Trustee
James S. Livermon, Jr., Manager
P.O. Box 217
Enfield, NC 27823
Telephone: (252) 445-5188
28-29C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 17SP47

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY TAJA GLASCO DATED NOVEMBER 1, 2012 AND RECORDED IN BOOK 1010 AT PAGE 64 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 11:00AM on September 28, 2017 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

BEING all of Lot Number 39 in a subdivision known as RAEFERD VILLAGE and the same being duly recorded in Plat Cabinet 3, at Slide 3-53, Map 1&2, Hoke County Registry, North Carolina.

And Being more commonly known as: 295 Westminster Dr, Raeferd, NC 28376

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees,

agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is August 29, 2017.
Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/17-090117>
28-29C

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

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY GREGORY A INGRAM AND ANGELA D INGRAM DATED MAY 27, 2010 AND RECORDED IN BOOK 00901 AT PAGE 1051 IN THE HOKE COUNTY PUBLIC REGISTRY, NORTH CAROLINA

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at 1:00PM on September 25, 2017 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

Being all of Lot 177, in a subdivision known as Riverbrooke, Section One, Part Two, according to a plat of the same being duly recorded in Plat Cabinet 3, Slide 3-72, Map 5, Hoke County Registry, North Carolina.

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

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is August 25, 2017.

Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/17-090933>
28-29C

The date of this Notice is August 25, 2017.

Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/17-090933>
28-29C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 15SP233

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY CHARLES A WILLIAMS AND MADLEN WILLIAMS DATED JULY 8, 2013 AND RECORDED IN BOOK 1045 AT PAGE 904 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 1:00PM on September 25, 2017 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

BEING ALL OF LOT 390 IN A SUBDIVISION KNOWN AS THE OAKS AT WESTGAGE SECTION 1 PLAT OF THE SAME BEING RECORDED IN PLAT CABINET 3, SLIDE 3-19, MAP 004, HOKE COUNTY REGISTRY, NORTH CAROLINA.

And Being more commonly known as: 156 Old Colony Pl, Raeferd, NC 28376

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

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or the attorney of any of the foregoing.

SPECIAL NOTICE FOR LEASE-HOLD TENANTS: If you are a tenant residing in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon written notice to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time notice of termination is provided. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is August 25, 2017.

Grady I. Ingle or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/15-074783>
28-29C