

# LEGAL ADVERTISING

**CREDITOR'S NOTICE  
IN THE GENERAL COURT  
OF JUSTICE  
SUPERIOR COURT DIVISION  
Before The Clerk  
COUNTY OF HOKE  
IN THE MATTER OF  
WINFORD JONES  
12 E 06**

All persons, firms and corporations having claims against Winford Jones, deceased, are hereby notified to exhibit them to Billie Jean Bullard, Executrix, of the estate of the decedent at 2677 S. Duffie Rd., Red Springs, NC 28377, on or before the 18th day of April, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 18th day of January, 2012.  
Billie Jean Bullard, Executrix  
of the estate of Winford Jones  
2677 S. Duffie Rd.  
Red Springs, NC 28377  
45-48P

**NOTICE OF  
FORECLOSURE SALE**

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Martin L. Wood, Jr. and Georgia A. Wood, (PRESENT RECORD OWNER(S): Martin L. Wood, Jr. and Georgia Allen Wood (Martin L. Wood, Jr. and Georgia Allen Wood aka Georgia A. Wood, both deceased) to Shapiro and Kriesman, Trustee(s), dated the 13th day of June, 2003, and recorded in Book 561, Page 621, in Hoke County Registry, North Carolina, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Hoke County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in the City of Raeford, Hoke County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on February 16, 2012 and will sell to the highest bidder for cash the following real estate situated in the County of Hoke, North Carolina, and being more particularly described as follows:

Beginning at a stake in the west edge of the hard surface highway leading from Rockfish Station to Davis Bridge, about 100 yards south of the former residence of Young Wood, deceased, and the residence now of Martin L. Wood and wife, Clara M. Wood, being 512 feet North 19 degrees West from a culvert under said highway, and runs thence as and with said west edge of the highway North 19 degrees West 208.3 (previously referred to incorrectly as 108.3) feet to a corner in said West edge of the road; thence a new line South 71 degrees 45 minutes West 208.3 feet to a new corner in the said land of Martin L. Wood and wife, Clara M. Wood; thence a new line South 19 degrees East 208.3 feet to a new corner; thence another new line North 71 degrees 45 minutes East 208.3 feet to the Beginning, containing one acre, more or less, and being the same land conveyed to John L. Kennedy by deed dated September 27, 1955 from Martin L. Wood, Jr. and wife, Georgia Allen Wood, recorded in Book 99, Page 635 of the Register of Deeds for Hoke County, North Carolina. Together with improvements located thereon; said property being located at 8218 Rockfish Road, Fayetteville, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by NCGS §7A-308(a)(1).

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

of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A cash deposit or cashier's check (no personal checks) of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, will be required at the time of the sale.

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

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

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

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

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

This 26th day of January, 2012.  
SUBSTITUTE TRUSTEE SERVICES, INC.  
SUBSTITUTE TRUSTEE  
The Law Firm of Hutchens, Senter & Britton, P.A.  
Attorneys for Substitute Trustee Services, Inc.  
P.O. Box 1028  
4317 Ramsey Street  
Fayetteville, North Carolina 28311  
<https://sales.hsbfirm.com>  
Case No: 1061543  
47-48C

**AMENDED NOTICE OF  
SUBSTITUTE TRUSTEE'S  
FORECLOSURE SALE OF  
REAL PROPERTY**

6394  
11-SP-101  
UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Robyn Marais and Julian Peters, dated December 17, 2008 and recorded on December 17, 2008, in Book No. 834, at Page 658 in the Office of the Register of Deeds of Hoke County, North Carolina; and because of default in the pay-

ment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Hoke County Courthouse, Raeford, North Carolina on February 9, 2012 at 10:00 AM that parcel of land, including improvements thereon, situated, lying and being in the City of Raeford, County of Hoke, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 131 Newton Court, Raeford, NC 28376

Tax Parcel ID: 494560301270

Present Record Owners: Robyn Marais and Julian Peters

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required. If a third party is the high bidder at the time of sale confirmation, the third party will have fifteen (15) days following the sale confirmation to remit the balance of his/her bid to the Trustee. In the sole discretion of the Trustee, an extension may be granted, but in that instance, if required by the noteholder or loan servicer, the bidder shall be required to pay per diem interest at the current rate on the note secured by the deed of trust described herein until the day he/she remits the balance of his/her bid to the Trustee.

If for any reason the Trustee is unable to convey title to this property or the sale is set aside, the sole remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney or the Trustee.

Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:

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

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.  
David A. Simpson, P.C., Substitute Trustee  
Rogers Townsend & Thomas, PC  
Attorneys for David A. Simpson, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704) 442-9500  
47-48C

## LEGAL

**CREDITOR'S NOTICE  
IN THE GENERAL COURT  
OF JUSTICE  
SUPERIOR COURT DIVISION  
Before The Clerk  
COUNTY OF HOKE  
IN THE MATTER OF  
OWEN B. CAIN, JR.  
12 E 09**

All persons, firms and corporations having claims against Owen B. Cain, Jr., deceased, are hereby notified to exhibit them to Sanford Carlton Cain, Executor, of the estate of the decedent at 365 NC Highway 210 East, Harrells, NC 28444, on or before the 18th day of April, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 18th day of January, 2012.  
Sanford Carlton Cain, Executor  
of the estate of Owen B. Cain, Jr.  
365 NC Highway 210 East  
Harrells, NC 28444  
45-48P

**CREDITOR'S NOTICE  
IN THE GENERAL COURT  
OF JUSTICE  
SUPERIOR COURT DIVISION  
Before The Clerk  
COUNTY OF HOKE  
IN THE MATTER OF  
JERRY LANE ANDREWS  
12 E 12**

All persons, firms and corporations having claims against Jerry Lane Andrews, deceased, are hereby notified to exhibit them to Mary Jane Andrews, Administratrix, of the estate of the decedent at 898 Neil Maxwell Rd., Raeford, NC 28376, on or before the 25th day of April, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 25th day of January, 2012.  
Mary Jane Andrews, Administratrix  
of the estate of Jerry Lane Andrews  
898 Neil Maxwell Dr.  
Raeford, NC 28376  
46-49P

# LEGAL ADVERTISING

## AMENDED NOTICE OF FORECLOSURE SALE

10 SP 302  
NORTH CAROLINA,  
HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Marilyn Henley and Michael Henley aka Michael W Henley, husband and wife to R Dale Fustell, Trustee(s), which was dated April 10, 2006 and recorded on April 11, 2006 in Book 0709 at Page 900, 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 February 7, 2012 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

BEING all of Lot No. 7, in a subdivision known as Magnolia Village, Phase One (Lots 1-8), according to a plat of the same duly recorded n Plat Slide 362, Map 3, Hoke County, North Carolina Registry.

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

Said property is commonly known as 6500 Phillippi Church Road, Raeford, NC 28376.

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

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

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

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

Trustee Services of Carolina, LLC  
Substitute Trustee  
Brock & Scott, PLLC  
Attorneys for Trustee Services of Carolina, LLC  
5431 Oleander Drive Suite 200  
Wilmington, NC 28403  
PHONE: (910) 392-4988  
FAX: (910) 392-8587  
File No.: 09-04346-FC02  
46-47C

## NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY

5691  
11-SP-258

UNDER AND BY VIRTUE OF the power and authority contained in that certain Deed of Trust executed and delivered by Melanie Dennis, dated August 25, 2003 and recorded on August 28, 2003, in Book No. 573, at Page 488 in the Office of the Register of Deeds of Hoke County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Hoke County Courthouse, Raeford, North Carolina on February 9, 2012 at 10:00 AM that parcel of land, including improvements thereon, situated, lying and being in the City of Raeford, County of Hoke, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 2809 KilKenny Drive, Raeford, NC 28376

Tax Parcel ID: 494670301385  
Present Record Owners: Melanie Dennis

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required. If a third party is the high bidder at the time of sale confirmation, the third party will have fifteen (15) days following the sale confirmation to remit the balance of his/her bid to the Trustee. In the sole discretion of the Trustee, an extension may be granted, but in that instance, if required by the noteholder or loan servicer, the bidder shall be required to pay per diem interest at the current rate on the note secured by the deed of trust described herein until the day he/she remits the balance of his/her bid to the Trustee.

If for any reason the Trustee is unable to convey title to this property or the sale is set aside, the sole remedy of the purchaser is the return of the deposit. Furthermore, if the validity of the sale is challenged by any party, the Trustee, in its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. In either event the purchaser will have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's attorney or the Trustee.

Additional Notice Where the Real Property is Residential With Less Than 15 Rental Units:

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

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

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

David A. Simpson, P.C., Substitute Trustee  
Rogers Townsend & Thomas, PC  
Attorneys for David A. Simpson, P.C.  
Substitute Trustee  
2550 West Tyvola Road  
Suite 520  
Charlotte, NC 28217  
(704) 442-9500  
46-47C

## LEGAL NOTICE NOTICE OF PUBLIC HEARING HOKE COUNTY, NORTH CAROLINA

NOTICE IS HEREBY GIVEN, pursuant to G.S. 153A-323, that the following Public Hearings will be held before the Hoke County Planning Board on Thursday February 9, 2012, at 7:00 pm, at the Pratt Building, 227 N. Main Street, Raeford, NC, for the purpose of hearing the following:

A. Application for Conditional Use Permit CU-12-06 submitted by Merline Holness for a Daycare to be located at 2914 Donegal Dr. The property is more specifically identified by the Hoke County Tax Records as PIN 494670301435 (.363 acres) and is located in a RMH-Manufactured Home Park District, which allows Daycares (small) as a Conditional Use.

B. Application for Conditional Use Permit CU-12-07 submitted by Alisa M. Holly for a Daycare (large) to be located at 104 Peregrine Place. The property is more specifically identified by the Hoke County Tax Records as PIN 494850301308 (.393 acres) and is located in a R-15 Residential District, which allows Daycares (Large) as a Conditional Use.

All interested citizens are invited to attend this hearing and be heard. Changes may be made in the advertised proposal, which reflect information presented at the hearing. The above listed items may be viewed in the Planning Department, 423 E. Central Avenue, Raeford, NC.  
Conrad Garrison, Planner  
46-47C

## NOTICE OF FORECLOSURE SALE

11 SP 223  
NORTH CAROLINA,  
HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by MARVIN G PEELE AND JUANITA C PEELE to SINGLE SOURCE REAL ESTATE SERV, Trustee(s), which was dated October 2, 2008 and recorded on July 28, 2009 in Book 00867 at Page 0996, 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 February 7, 2012 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Situate, lying and being about two (2) miles East of the Town

of Raeford, and on the west side of Highway 401 (formerly 15-A) and BEGINNING at a stake in the west edge of said Highway, the Northeast corner of H.P. Phillips' lot, which said stake is 400 feet N 28 degrees East from a culvert that crosses under said Highway and runs thence as the Phillips' line North 62 degrees West 270.5 feet to a ditch; thence North 27 degrees and 20 minutes East 100 feet to a stake in said ditch; thence South 62 degrees East 270.9 feet to a stake in the west edge of said Highway No. 401; thence along the west edge of said Highway, South 28 degrees West 100 feet to the BEGINNING stake; the same being Lots No. 9 and 10 as shown on Map made by J.H. Blue, Surveyor, January, 1950, and held by W.L. Beckwith and is also part of the same 6 acre tract released to said W.L. Beckwith by the Federal Land Bank of Columbia by release recorded in Book 101, at Page 487 of Hoke County Registry.

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

Said property is commonly known as 2853 US Highway 401 Business, Raeford, NC 28376.

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

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

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

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

Trustee Services of Carolina, LLC  
Substitute Trustee  
Brock & Scott, PLLC  
Attorneys for Trustee Services of Carolina, LLC  
5431 Oleander Drive Suite 200  
Wilmington, NC 28403  
PHONE: (910) 392-4988  
FAX: (910) 392-8587  
File No.: 11-06926-FC01  
46-47C

## CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION

Before The Clerk

COUNTY OF HOKE

IN THE MATTER OF

JANIE S. BRACEY

12 E 05

All persons, firms and corporations having claims against Janie S. Bracey, deceased, are hereby notified to exhibit them to Stephen Glenn Bracey, Administrator, of the estate of the decedent at 123 Hickman Cr., Raeford, NC 28376, on or before the 18th day of April, 2012, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administrator.

This the 18th day of January, 2012.  
Stephen Glenn Bracey, Administrator  
of the estate of Janie S. Bracey  
123 Hickman Ct.  
Raeford, NC 28376  
45-48P

## AMENDED NOTICE OF FORECLOSURE SALE

11-SP-206

Under and by virtue of the power of sale contained in a certain Deed of Trust made by DEBRA T. PATTON (now deceased) to PRINCIPAL LIFE INSURANCE COMPANY, Trustee(s), dated the 14th day of MARCH, 2002 and recorded in BOOK 499, PAGE 348, HOKE County Registry, North Carolina, Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, ANDERSON & STRICKLAND, P.A., having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of HOKE County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the Courthouse Door, in the City of RAEFORD, HOKE County, North Carolina at 10:00 A.M. ON FEBRUARY 6TH, 2012, and will sell to the highest bidder for cash the following real estate situated in the County of HOKE, North Carolina, and being more particularly described as follows:

A certain tract or parcel of land in Raeford Township, Hoke County, North Carolina, situated about two miles Northeast of the center of Raeford, North Carolina, fronting on the Northwest side of U. S. Highway No. 401 Business, about 100 feet Northeast of its intersection with N. C. State Road No. 1407, Autry Street, adjoining the lands of Carlos W. Goodman on the South, Rosa Scarboro on the Northwest and by Jefferson R. Scarboro on the Northeast, being further described as follows:

BEGINNING at an iron rod in the West right of way line (50 feet from center) 'hd in the South bank of a ditch, said iron being the Southeast corner of the Charles'~1. Miller, Jr, tract described in Deed Book 270, Page 488 in the Hoke County Registry, and the Northeast corner of the Carlos W. Goodman tract described in Deed Book 268,

Page 794; thence from the beginning as a common line of Miller and Goodman and generally along a ditch, North 86 degrees 10 minutes 00 seconds West for a distance of 96.00 feet to a rebar in the south bank of said ditch; thence continuing as a common line with Goodman, and continuing generally with said ditch, North 58 degrees 22 minutes 59 seconds West for a distance of 178.98 feet to an angle iron in a ditch north of its intersection with the aforementioned ditch, a common corner with Rosa Scarboro (Deed Book 224, Page 473) thence as a common line with Scarboro and generally as a ditch, North 27 degrees 26 minutes 32 seconds East for a distance of 131.56 feet to a rebar in said ditch, a common corner with Jefferson R. Scarboro (Deed Book 310, Page 040) in the east line of said Rosa Scarboro tract; thence as a common line with Jefferson Scarboro, South 61 degrees 49 minutes 26 seconds East for a distance of 267.50 feet to a rebar in

the Northwest right of way line of U. S. Highway No. 401 Business, a common corner with Scarboro; thence as the Northwest right of way line of U. S. Highway No. 401 Business, South 28 degrees 00 minutes 00 seconds West for a distance of 102.72 feet to the BEGINNING.

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

Said property contains 0.81 acre, more or less, and being the same lands as described in Deed Book 270, Page 488 in the Hoke County Registry.

This being the same property conveyed to Kenneth Crow and wife in Book 342 Page 458 of the Hoke County Public Registry to which reference is also made

Said property being located at: 2779 HWY 401 BUSINESS, RAEFORD, NC 28376

PRESENT RECORD OWNER BEING: UNKNOWN HEIRS OF DEBRA T. PATTON, deceased and WILLIAM R. BARNES, MICHAEL SCHNEIDER, AMANDA SCHNEIDER, HEIRS AT LAW OF DEBRA T. PATTON, deceased

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. 45-21.23.

Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases.

Should the property be purchased by a third party, that person must pay the statutory final assessment fee of forty-five cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. 7A-308(a)(1), and any applicable county and/or state land transfer tax and/or revenue tax.

Any successful bidder shall be required to tender the full balance of the purchase price so bid, in cash or certified check, at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance of the purchase price so bid, at that time he shall remain liable on his bid as provided for in N.C.G.S. 45-21.30(d) and (e).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on,

at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed.

A cash deposit or cashier's check (no personal checks) of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, will be required at the time of the sale.

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

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

This the 9th day of January, 2012.

Michael W. Strickland, as Attorney for and President of ANDERSON & STRICKLAND, P.A., Substitute Trustee  
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