

LEGLALS

NORTH CAROLINA DAVIE COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 2011 SP 178

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

LAURA ROBBINS KIMREY, Executrix of the Estate of DWIGHT MARES ROBBINS Petitioner

vs.

LAURA ROBBINS KIMREY (widow), LOUISE R. KEATON (widow), DIANE S. COOPER and husband STEVEN COOPER, GARY W. SEAMON and wife ELIZABETH SEAMON, CLETUS SEAMON and wife SUSAN SEAMON, JOHNNY SEAMON (widow), JOHNNY ROBBINS and wife JUDY A. ROBBINS, DAVID ROBBINS and wife FRIEDA ROBBINS, PEGGY ROBBINS, MINNIE LOU ROBBINS, LILLIE MAE ROBBINS HAYES (widow) LARRY ROBBINS (single), RANDY ROBBINS and wife CHRISTIE ROBBINS, DARLENE ROBBINS REED (address unknown), SARAH SPAUGH and husband PAUL D. SPAUGH, CATHY ROBBINS, ANITA ROBBINS ROMERIZ, RICKY ROBBINS and wife PENNY ROBBINS Respondents

To: DARLENE ROBBINS REED

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:

Special proceeding to sell real property of Dwight Mares Robbins, deceased of Davie County, North Carolina, to make assets to pay debts and claims of estate.

You are required to make defense to such pleading not later than 40 days from September 22, 2011 and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This the 22 day of September, 2011.

Grady L. McClamrock, Jr. Attorney for the Petitioner State Bar Number 7866 161 South Main Street Mocksville, NC 27028 Telephone: (336) 751-7502 Facsimile: (336) 751-9909 Publish: Sept. 22,29,Oct.6

NORTH CAROLINA FORSYTH COUNTY

NOTICE OF FORECLOSURE SALE 11 SP 1127

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Jose Alex Martinez and Abetyndira Cruz to Bunch & Associates, PLLC, Trustee(s), dated the 21st day of July, 2006, and recorded in Book 2679, Page 3579, in Forsyth 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 Forsyth 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 Winston-Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, at 1:00 PM on October 19, 2011 and will sell to the highest bidder for cash the following real estate situated in the County of Forsyth, North Carolina, and being more particularly described as follows:

BEING Known and designated as Lot 032, as shown on the Plat of Grenada Lakes Estate, as recorded in Plat Book 18, Page 086 in the Register of Deeds of Forsyth County, North Carolina, reference to which is made for a more particular description.

Together with improvements located thereon; said property being located at 27 Arita Circle, Winston Salem, 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.

Date of Notice: September 28, 2011 Elizabeth Repetti Substitute Trustee P.O. Box 21029 Winston-Salem, NC 27120-1029 (336) 722-3700

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

Publish: Oct. 6,13

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 28th day of September, 2011. SUBSTITUTE TRUSTEE SERVICES, INC. SUBSTITUTE TRUSTEE BY: Attorney at Law 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: 1058196 Publish: Oct. 6,13

NORTH CAROLINA FORSYTH COUNTY

NOTICE OF FORECLOSURE SALE 11 SP 1126

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Courtney H. Brinson and Andre S. Brinson to Neha K. Patel, Trustee(s), dated the 9th day of March, 2006, and recorded in Book 2644, Page 4336, and Re-recorded in Book 2758, Page 3639, in Forsyth 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 Forsyth 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 Winston-Salem, Forsyth County, North Carolina, or the customary location designated for foreclosure sales, at 1:00 PM on October 19, 2011 and will sell to the highest bidder for cash the following real estate situated in the County of Forsyth, North Carolina, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 229 of Smith Farm, Phase 2D, a map and plat of which is recorded in Plat Book 47, Page 162 in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description. Together with improvements located thereon; said property being located at 4110 Johnny Knoll, Winston Salem, 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.

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This 28th day of September, 2011. SUBSTITUTE TRUSTEE SERVICES, INC. SUBSTITUTE TRUSTEE BY: Attorney at Law 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: 1053442 PUBLISH: OCT. 6,13

NORTH CAROLINA FORSYTH COUNTY

NOTICE OF FORECLOSURE SALE 11 SP 1635

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Shelby G. Landreth (Shelby G. Landreth, deceased) (Heirs of Shelby G. Landreth: Melissa Christine Harrison, Michael Shane Landreth, Melinda Renee Singletary and Unknown Heirs of Shelby G. Landreth) to Dennis F. Hardiman, Trustee(s), dated the 2nd day of February, 2007, and recorded in Book 2729, Page 3716, in Forsyth 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 Forsyth 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 Winston-Salem, Forsyth County, North Carolina, or the customary location designated

for foreclosure sales, at 1:00 PM on October 19, 2011 and will sell to the highest bidder for cash the following real estate situated in the County of Forsyth, North Carolina, and being more particularly described as follows:

The land referred to is located in the County of Forsyth and the State of North Carolina in Deed Book 788, at Page 43, and described as follows:

BEGINNING at an iron stake in the eastern line of the right-of-way of the Norfolk & Western Railway Company, same being the southwest corner of L.C. Landreth's property, which property is shown on the Forsyth County Tax Map as Lot 2, Block 5167; thence with the Landreth's southern line of said property North 81 deg. East 151 feet to the west margin of the Old Winston-Salem-Walnut Cove Road; thence southwardly along and with the west margin of said old road, 230 feet to a point; thence South 81 deg. West approximately 135 feet to a point in the eastern line of the right-of-way of the Norfolk & Western Railway Company; thence along and with the eastern line of said Norfolk & Western Railway Company right-of-way northwardly 230 feet to the point of beginning. The same being the northern portion of Lot 1, Block 5167, Salem Chapel Township, as shown on Forsyth County Tax Map. Together with improvements located thereon; said property being located at 4880 Stoney Point Road, Walkertown, 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.

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This 28th day of September, 2011. SUBSTITUTE TRUSTEE SERVICES, INC. SUBSTITUTE TRUSTEE BY: Attorney at Law 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: 1049998 PUBLISH: OCT. 6,13

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