

LEGAL NOTICES

**NORTH CAROLINA
DAVIE COUNTY**

CREDITORS NOTICE

Having qualified as Executor of the Estate of MARY ANDERSON CREWS, late of Davie County, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before April 5, 2012, (being three (3) months from the first day of publication of this notice) or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 5th day of January, 2012.

JERRY L. CREWS
401 Elmore Rd.
Mocksville, NC 27208
1-5-4tp

**NORTH CAROLINA
DAVIE COUNTY**

CREDITORS NOTICE

Having qualified as Executor of the Estate of LOUISE W. CREASON, late of Davie County, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before April 5, 2012, (being three (3) months from the first day of publication of this notice) or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 5th day of January, 2012

MARK A. CREASON
P.O. Box 141
Cooleemee, NC 27014
1-5-4tn

**NORTH CAROLINA
DAVIE COUNTY**

**NOTICE OF
PUBLIC HEARING
BEFORE THE BOARD
OF ADJUSTMENT**

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Article 20-B of Chapter 153-A of the General Statutes of North Carolina and Section 155.236 of the Davie County Code of Ordinances, that the Davie County Board of Adjustment will hold a **Public Hearing** in the **Commissioners Room** of the Davie County Administration Building, 123 South Main Street Mocksville, NC on **Monday, January 23, 2012 at 6:00 p.m.** to hear the following request:

Davie County has applied for a **Special Use Permit** to allow a **Public Recreation Facility** in the Residential-Agricultural (R-A) and Residential-20 (R-20) zoning districts as shown in §155.125 of the Davie County Zoning Ordinance. The subject property is located at 599 Farmington Road Mocksville NC 27028 and is further described as Parcel of the Davie County Tax Map F50000004102

A sign will be placed on the above listed properties to advertise the Public Hearing.

All parties and interested citizens are invited to attend said hearing at which time they shall have an opportunity to present facts and testimony in support of, or in opposition to, the request. Prior to the hearing, additional information on a request may be obtained by visiting the Development Services Department weekdays between 8:30 a.m. and 5:00 p.m. Monday through Friday, or by telephone at (336) 753-6050.

As a result of the public hearing, substantial changes might be made in the advertised proposal, reflecting objections, debate and discussion at the hearing. Anyone who needs an accommodation to participate in the meeting should notify the Development Services Department at least 48 hours prior to the meeting or call North Carolina Relay at 1-800-735-8262.

Andrew Meadwell
Planning Department
1-12-2tn

**NORTH CAROLINA
DAVIE COUNTY**

**IN THE GENERAL COURT
OF JUSTICE
OF NORTH CAROLINA
SUPERIOR COURT DIVISION**

**DAVIE COUNTY
11sp239**

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY DOYLE DONATHAN AND LAURIE DONATHAN DATED APRIL 26, 2005 AND RECORDED IN BOOK 604 AT PAGE 763 IN THE DAVIE COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

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 12:30 PM on January 25, 2012 the following described real estate and any other improvements which may be situated thereon, in Davie County, North Carolina, and being more particularly described as follows:

Being known and designated as Lot 1 of the Poplars Subdivision recorded in Plat Book 5, Page 132, Davie County Register of Deeds Office.

And Being more commonly known as: 2545 Cornatzer Rd, Advance, NC 27006

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Doyle Donathan and Laurie Donathan.

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

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

The date of this Notice is January 4, 2012.

11-017723
Katherine JoAnn Begor
Attorney for Substitute Trustee
10130 Perimeter Parkway,
Suite 400
Charlotte, NC 28216
(704) 333-8107
<http://shapiroattorneys.com/nc/>
1-12-2tn

**NORTH CAROLINA
DAVIE COUNTY**

11 SP 253

**AMENDED NOTICE OF
FORECLOSURE SALE**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by **JOHN PAPPAS AND BARBARA PAPPAS** to PRLAP, INC., Trustee(s), which was dated July 10, 2007 and recorded on July 10, 2007 in Book 720 at Page 1076, Davie 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 January 25, 2012 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Davie County, North Carolina, to wit:

BEING KNOWN AND DES-

IGNATED as Villa Number 5207 as shown on the Plat or Plats entitled BERMUDA VILLAGE VILLAS 2, PHASE 6, as recorded in Plat Book 6, Page 4, in the Office of the Register of Deeds of Davie County, North Carolina, reference to which is hereby made for a more particular description, together with a non-exclusive easement over the streets and roads of Bermuda Village and that certain 60-foot right-of-way as described at Book 117, Page 197.

SUBJECT TO that certain Declaration of Restrictive Covenants as recorded in Deed Book 156 at Page 264, in the Office of the Register of Deeds of Davie County, North Carolina, as amended, which are incorporated herein as if set forth in their entirety.

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

Said property is commonly known as 147 Oleander Drive, Advance, NC 27006.

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 John Pappas and wife, Barbara Pappas.**

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.: 11-12478-FC01
1-12-2tn

**NORTH CAROLINA
DAVIE COUNTY**

CREDITORS NOTICE

Having qualified as Co-Executors of the Estate of GLORIA HARTLE BOEHM, late of Davie County, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before April 12, 2012, (being three (3) months from the first day of publication of this notice) or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 12th day of January,

2011.
KATHYRN BECK DOYLE
1025 Kelwyn Lane
Lewisville, NC 27023
GLEN E CANNON
P.O. Box 1040
Clemmons, NC 27012
1-12-4tn

**NORTH CAROLINA
DAVIE COUNTY**

CREDITORS NOTICE

Having qualified as Executor of the Estate of NELLIE GRAY CLEMENT BARKER, late of Davie County, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned on or before April 12, 2012, (being three (3) months from the first day of publication of this notice) or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This the 12th day of January, 2011.

JEFFREY A. BARKER
122 Laird Road
Advance, NC 27006
1-12-4tn

**NORTH CAROLINA
DAVIE COUNTY**

10 SP 244

**AMENDED NOTICE OF
FORECLOSURE SALE**

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by GREG VANDERBROOK AND SPOUSE, KELLY VANDERBROOK TO SAMUEL THADDEUS GOFORTH, ATTORNEY AT LAW, Trustee(s), which was dated December 30, 2002 and recorded on January 3, 2003 in Book 457 at Page 659, Davie County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, 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 1, 2012 at 1:00PM, and will sell to the highest bidder for cash the following described property situated in Davie County, North Carolina, to wit:

Tract 1:
BEGINNING a point, a p/k lying in the center line of State Road 1806 (Twin Cedars Golf Road), said point of beginning being the Southwest corner of a 3.299 acre tract and the Southeast corner of the within described tract; thence from said point and place of beginning along the northern right of way of SR 1806 South 77 deg. 10 min. 36 sec. West 239.69 ft. to a rail road spike lying in the Northern right of way of SR 1806, the Southwest corner of the within described tract; thence North 04 deg. 43 min. 51 sec. East 29.21 ft. to an iron; thence North 76 deg. 33 min. 45 sec. East 213.56 ft. to an iron; thence North 04 deg. 59 min. 01 sec. East 214.10 ft. to an iron; thence South 76 deg. 49 Min. 47 sec. West 214.23 ft. to an iron; thence North 04 deg. 43 min. 51 sec. East 134.58 ft to an iron; the Northwest corner of the within described tract; thence North 68 deg. 46 min. 36 sec. East 175.78 ft to a Twin Poplar tree; thence North 53 deg. 29 min. 49 sec. East 78.42 ft to an iron, the Northeast corner of the within described tract; thence South 03 deg. 12 min. 56 sec. West 405.11 ft. to an iron; thence South 03 deg. 12 min. 56 sec. West 33.0 ft to the POINT AND PLACE OF BEGINNING and containing 1.051 acres as taken from survey of Grady L. Tutterow, R.L.S. dated October 19, 1993 and revised April 9, 1999.

Tract 2
BEGINNING at a new iron in the northern right of way of NCSR 1806 in the Southeast corner of the within described tract common corner with W.F. Benson, Deed Book 86, page 434, which iron is further located North 19 deg. 10 min. West 44.56 ft. from an old Iron in the Western right of way of Twin Cedars CT. St. the Northeast corner of Lot No. 9 of Twin Cedars, Plat Book 4, Page 94, thence from the beginning with the right of way of NCSR 1806 South 73 deg. 23 min. West 214 ft. to a new iron in the right of way of said road Southwest corner of said tract; thence with a new line of W.F. Benson North 01 deg. 23 min. East 214 ft. to a new iron Northwest corner of said tract; thence with a new line of W.F. Benson North 73 deg. 23 min. East 214 ft. to a new iron Northeast corner of said tract; thence

with a new line of W. F. Benson South 01 deg. 23 min. West 214 ft. to the POINT AND PLACE OF BEGINNING one acre, more or less, as shown on a survey dated July 16, 1975 entitled Tony D. Mullis and wife Bobby B. Mullis by Otis Jones, Surveyor.

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

Said property is commonly known as 191 Twin Cedars Golf Road, Mocksville, NC 27028.

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 Gregg Vanderbrook.**

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.

Brock & Scott, PLLC
Substitute Trustee
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No.: 10-20508-FC01
1-19-2tn

**NORTH CAROLINA
DAVIE COUNTY**

**NOTICE OF
FORECLOSURE SALE**

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Dora A. Martinez and Luis A. Castro (**PRESENT RECORD OWNER(S): Luis Castro and Dora A. Martinez**) to A. Grant Whitney, Trustee(s), dated the 13th day of August, 2007, and recorded in Book 726, Page 587, in Davie 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 Davie 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 Mocksville, Davie County, North Carolina, or the customary location designated for foreclosure sales, at 1:45 PM on January 31, 2012 and will sell to the highest bidder for cash the following real estate situated in the County of Davie, North Carolina, and being

more particularly described as follows:

BEING all of Lot 286 of KINDERTON SUBDIVISION PHASE 1G-2, as same is shown on map thereof recorded in Map Book 8 at Page 86, Davie County, North Carolina. **Together with improvements located thereon; said property being located at 159 North Forke Drive, Advance North Carolina.**

Deed Reference: Book 556, Page 975.

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 10th day of January, 2012.

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, NC 28311 <https://sales.hsbfirm.com>
1-19-2tn Case No: 1067414