

CLASSIFIED

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LEGAL NOTICES

16 SP 592 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, DURHAM COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Leroy Cates to Trustee Services of Carolina, LLC, Trustee(s), which was dated April 15, 2004 and recorded on April 19, 2004 in Book 4354 at Page 581, Durham 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 December 13, 2016 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Durham County, North Carolina, to wit: BEING all of Lot No. 19 of the Markham estate as shown on map by R.M. Pickard, Engineer, dated May 23, 1921 and how recorded in the Durham County Registry in Plat Book 5 at page 66, to which map reference is hereby made for a more particular description of said lot.

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

Said property is commonly known as 2609 Sater Street, Durham, NC 27703.

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 All Lawful Heirs of Leroy Cates.

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.: 16-08970-FC01
December 3, '10, 2016

STATE OF NORTH CAROLINA COUNTY OF DURHAM

NOTICE TO CREDITORS

Having qualified as Executrix of the Estate of Willie T. Hedgepeth, Jr. aka Willie Thomas Hedgepeth, Jr., deceased, this is to notify all persons, firms and corporations having claims against the Estate of Willie T. Hedgepeth, Jr. aka Willie Thomas Hedgepeth, Jr. to present them to the undersigned within three months from the date of the first publication of this Notice or same will be pleaded in bar of their recovery.

All persons indebted to said Estate, please make immediate payment.

This the 3rd day of November, 2016.

Patsy Hedgepeth Lane
Executrix
11409 Coachman's Way
Raleigh, N.C. 27614
November 26; December 3, 10, 17, 2016

*Take A
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*Vote
For 2018*

NOTICE TO CREDITORS

The undersigned, Charles Adams and Anita Adams, having duly qualified as Co-Executors of the Estate of Melvin C. Gibson, deceased, late of Durham County, North Carolina, hereby notifies all persons, firms and corporations having claims against the Estate to present them to the undersigned in care of Ronald G. Coulter, Attorney for the Estate, P.O. Box 929, Durham, North Carolina 27702-0929, within ninety (90) days of the first publication of this Notice or it will be pleaded of their recovery.

All persons, firms and corporations indebted to the Estate will please make immediate payment.

This the 19th day of November, 2016.

Charles Adams and
Anita Adams
Co-Executors

Ronald G. Coulter, Attorney at
Law

121 East Parrish Street
Post Office Box 929
Durham, NC 27702-0929
1-919-688-8258
November 26; December 3, 10, 17, 2016

*Register
To Vote*

15 SP 948 AMENDED NOTICE OF FORECLOSURE SALE NORTH CAROLINA, DURHAM COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Donald G. Bechtel, III and wife Janelle M. Connerly to National Title Insurance Of New York, Inc., Trustee(s), which was dated February 1, 2013 and recorded on February 8, 2013 in Book 7186 at Page 571, Durham 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 December 13, 2016 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Durham County, North Carolina, to wit: The following described property:

All that certain lot or parcel of land situated in the city of Durham, Durham County, North Carolina and more particularly described as follows:

Being all of Lot 129, in Ridgefield Subdivision, Phase 8A, as shown on plat recorded in Plat Book 165, Pages 79-88, Durham County Registry.

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

Said property is commonly known as 1016 Statler Drive, Durham, NC 27703.

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 Donald G. Bechtel, III and wife, Janelle M. Connerly.

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.: 14-17578-FC02
December 3, 10, 2016

NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA, DURHAM COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION 16-SP-1105

GEORGE W. MILLER, JR., Successor Administrator, CTA of the Estate of MARIAN TRICE, Deceased, Petitioner, v. TIQUIA BITTLE and KAYLA RICE, Respondents.

TO: TIQUIA BITTLE

Take notice that a pleading seeking relief against you has been filed in the above action. The nature of the relief being sought is as follows: Petitioner has filed a Petition to Sell Real Property and Appoint Guardian Ad Litem.

You are required to make defense to such pleading no later than the 9th day of January, 2017, which is 40 days from the first publication of this notice. Upon your failure to file a pleading by the above date, party seeking service against you will apply to the Court for the relief sought.

This the 30th day of November, 2016.
Catherine N. Perez
Attorney for Petitioner
HAYWOOD, DENNY & MILLER, L.L.P.
P.O. Box 51429
Durham, NC 27717
Telephone: 919/403-0000

STATE OF NORTH CAROLINA COUNTY OF DURHAM

NOTICE TO CREDITORS

Having qualified as Executrix of the Estate of John Esther Bowman Smith, deceased, this is to notify all persons, firms and corporations having claims against the Estate of John Esther Bowman Smith to present them to the undersigned within three months from the date of the first publication of this Notice or same will be pleaded in bar of their recovery.

All persons indebted to said Estate, please make immediate payment.

This the 22nd day of September, 2016.

Ibidun Nyota McKiver
Executrix
89 Mountain Ridge Rd.
Rougemont, NC 27372
December 10, 17, 24, 2016;
January 7, 2017

Register To Vote

16 SP 846 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, DURHAM COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Kentisha R. Harrison and Michael Harrison to First American Title Insurance Company, Trustee(s), which was dated November 29, 2006 and recorded on November 30, 2006 in Book 5435 at Page 540, Durham 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 December 13, 2016 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Durham County, North Carolina, to wit: BEING Lot 2 of the N. B. Watkins, Jr. property as per plat and survey now on file in the Office of the Register of Deeds of Durham County in Plat Book 30, at Page 134, to which reference is hereby made.

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

Said property is commonly known as 306 South Benjamine Street, Durham, NC 27703.

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 Kentisha R. Harrison.

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.

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Substitute Trustee
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Attorneys for Trustee Services of Carolina, LLC
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PHONE: (910) 392-4988
FAX: (910) 392-8587
File No.: 16-12209-FC01
December 3, 10, 2016

NOTICE TO SUBCONTRACTOR BIDDER PRE-QUALIFICATION REQUEST for the WCPSS—Buckhorn Creek Elementary (E45)

Balfour Beatty Construction is seeking to pre-qualify principal trade and specialty contractors to submit bids for the furnishing of labor, material, and equipment for the following Wake County Schools project: Buckhorn Creek Elementary. Balfour Beatty Construction has been selected as the Construction Manager at Risk for this project and will receive bids from and contract with the principal and specialty contractors for the execution of the work. Historically Underutilized Businesses are encouraged to participate, however the firm must be certified by the Office for Historically Underutilized Businesses (HUB Office) through the Statewide Uniform Certification (SWUC) program. You may begin the certification process at the following website: <http://www.doa.nc.gov/hub/>

Similar project experience will be considered during prequalification. Anticipated Bid Dates will start March 2017. Submittals for prequalification forms may be hand delivered, mailed, or submitted electronically. Deadline for prequalification is 10 days prior to Bid Date, however prompt response is preferred. The CM and Owner reserve the right to reject any and all Pre-qualifications. Contracting method will be through Competitive Public Bid in accordance with Chapter 143 of the NC General Statutes. For further information or questions, please contact John Wilkins at 919-270-1914, or by email at jwilkins@balfourbeattyus.com. Prequalification documents can be accessed through the following link:

https://bbcus.egnyte.com/d/dDurm5Tw8R/Buckhorn_Creek_Elem_Prequal.pdf

Mailed or hand delivered submittals shall go to the following address: John Wilkins Balfour Beatty Construction 406South McDowell Street, Suite 200 Raleigh, NC 27601

Project specific bid packages with preliminary budgets can be found below for the Buckhorn Creek School Project.

General trades BP-01A 120K, Final Cleaning BP-01B 27K, Site Concrete BP-02A 175K, Fencing BP-02B 98K, Landscaping BP-02C 800K, Turnkey Site Package BP-02D 5.4M, Bldg Concrete BP-03A 1M, Masonry BP-04A 2.3M, Steel BP-05A 1.9M, Casework BP-06A 330K, Waterproofing BP-07A 100K, Roofing BP-07B 1.2M, Doors/Frames/Hardware BP-08A 400K, Overhead Doors BP-08B 10K, Aluminum Store Front and Curtainwall BP-08C 580K, Drywall BP-09A 1.1M, Tile BP-09B 82K, Acoustical BP-09C 200K, Flooring BP-09D 300K, Painting BP-09E 102K, Specialties BP-10A 202K, Signage BP-10B 23K, Operable Partitions BP-10C 63K, Toilet Partitions BP-10D 30K, Canopies BP-10E 65K, Food Service Equipment BP-11A 243K, Window Treatments BP-12A 20K, Elevators BP-14A 92K, Plumbing BP-15A 1.1M, Fire Protection BP-15B 300K, HVAC BP-15C 1.7M, Plumb/Mech Combo BP-15D 2.8M, HVAC Controls BP-15E 260K, Test and Balance BP-15F 31K, Electrical BP-16A 1.5M, Fire Alarm BP-16B 64K, Telecommunications BP-16C 125K, Security BP-16D 146K, Turnkey Electrical BP-16E 1.8M

*Register
To Vote*