November 25, 1996, and recorded in

the Office of the Register of Deeds

in Book 183 at Page 445, and

because of default in the payment

of the indebtedness thereby secured

and failure to carry out or perform

the stipulations and agreements

therein contained and pursuant to

the demand of the owner and holder

of the indebtedness secured by

said Deed of Trust, and pursuant to

the Order of the Clerk of Superior

Court entered in this foreclosure

proceeding, the undersigned, MARK

will expose for sale at public auction

on the 12th day of December, 2011

at 2:00 pm at the door of the Person

County Courthouse, Roxboro, North

Carolina, the real property described

in Exhibit A attached hereto and

incorporated herein by reference

(including permanent structures, if

any, and any other improvements

attached to the real property including

any mobile home or manufactured

home, whether single wide or double

EXHIBIT A

of land lying situate in Flat River Township, Person County, North

Carolina, and being all of what is

shown, depicted and described as

LOT NUMBER 24, containing "0.92

"Phase 4 (,) Section B(,) RIDGEFIELD"

as surveyed and prepared by Ernest

B. Wood, Jr., R.L.S. #2648, in June

1990; which plat, or record in Plat

Cabinet 6, Hanger 42-3, Person County Registry, is incorporated by express reference thereto as an

This property is expressly made

Access to said lot or parcel of land

subject to those Restrictive Covenants

of record in Deed Book 210, Page

from S.R. 1749 is provided by those

private roadways shown as "Trescott

Drive" and "Gunston Lane" on the

above-referenced plat of survey and

that plat of survey of Phase 4, Section A, of Ridgefield Subdivision recorded

to all prior liens, unpaid taxes,

restrictions and easements of record

described real property as reflected on the records of the Person County

Register of deeds not more than

ten (10) days prior to the posting of

this Notice is MICHELLE JOANNE

BISHOP (Deceased) and Brentley

General Statutes Section 45-21.10,

and the terms of the Deed of Trust.

any successful bidder may be required

to deposit with the Substitute Trustee

immediately upon conclusion of the

sale a cash deposit not to exceed

the greater of five percent (5.0%) of the amount of the bid or seven

hundred fifty dollars (\$750.00). Any

successful bidder shall be required

to tender the full balance purchase

price so bid in cash or certified check

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 purchase price

so bid at that time, he shall remain

liable on his bid as provided for in

North Carolina General Statutes

Sections 45-21.30(d) and (e)

Should the property be purchased

by a third party, that party must pay the tax of Forty-five Cents (\$0.45)

per One Hundred Dollars (\$100.00)

pursuant to N.C.G.S. § 7A-308(a)(1)

Please be advised that the Clerk of

Superior Court may issue an order for

possession of the property pursuant to N.C.G.S. § 45-21.29 in favor of

the purchaser and against the party

or parties in possession. Any person

who occupies the property pursuant

to a rental agreement entered into

renewed on or after October 1, 2007.

may, after receiving this notice of

sale, terminate the rental agreement

upon 10 days' written notice to the

landlord. Upon termination of such

rental agreement, the tenant is

liable for rent due under the rental

agreement prorated to the effective

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 substitute Trustee nor

the holder of the Retail Installment

Contract secured by the deed of trust being foreclosed, nor the officers,

agents or authorized representatives

of either the Substitute Trustee or

the holder of the Retail Installment

Contract 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

(10) days for upset bids as required

This sale will be held open ten

This the 17th day of November,

2596 Reynolda Road, Suite C

Nov. 30 & Dec. 7, 2011

Winston Salem, NC 27106

MARK T. ADERHOLD,

Substitute Trustee

(336) 723-3530

condition expressly are disclaimed.

attorneys, employees,

date of termination.

at the time of the Substitute Trustee

Pursuant to North Carolina

Plat Cabinet 6, Hanger 31-2,

The sale will be made subject

The record owner of the above

integral part of this description.

494. Person County Registry.

Person County Registry.

and assessments, if any.

Daryl Hedden

on that plat of survey entitled

Being that certain lot or parcel

wide, located thereon)

ADERHOLD, Substitute Trustee,

LEGALS

the foreclosure sale

deposit totaling \$14.535.39 in the

form of a certified check or cashier's

check made out to the Secretary of

HUD. A deposit need not accompany

each oral bid. If the successful bid is

oral, a deposit of \$14,535.39 must

be presented before the bidding is

closed. The deposit is nonrefundable

The remainder of the purchase price

must be delivered within 30 days of

the sale or at such other time as the

Secretary may determine for good

cause shown, time being of the essence. This amount, like the bid

deposits, must be delivered in the

form of a certified or cashier's check

If the Secretary is the highest bidder,

he need not pay the bid amount in

cash. The successful bidder will pay

all conveying fees, all real estate and

other taxes that are due on or after

the delivery date of the remainder

of the payment and all other costs

associated with the transfer of title

At the conclusion of the sale, the

deposits of the unsuccessful bidders

extension of time within which to

deliver the remainder of the payment.

All extensions will be for 15-day

increments for a fee of \$500.00

paid in advance. The extension fee

shall be in the form of a certified or

cashier's check, made payable to the

Secretary of HUD. If the high bidder

closes the sale prior to the expiration

of any extension period, the unused

portion of the extension fee shall be

the sale within the required period, or

within any extensions of time granted

by the Secretary, the high bidder may

be required to forfeit the cash deposi

or, at the election of the foreclosure

commissioner after consultation

with the HUD representative, will be

liable to HUD for any costs incurred

as a result of such failure. The

Commissioner may, at the direction

of the HUD representative, offer the

property to the second highest bidde

for an amount equal to the highest

upon a right of redemption, in the

mortgagor or others subsequent to

a foreclosure completed pursuant to

the Act. Therefore, the Foreclosure

Commissioner will issue a Deed to

the purchaser(s) upon receipt of the

entire purchase price in accordance

with the terms of the sale as provided

herein. HUD does not guarantee that

shall be cancelled or adjourned if it is

established, by documented written

application of the mortgagor to the

than 3 days before the date of sale, or

otherwise, that the default or defaults

upon which the foreclosure is based

did not exist at the time of service of

this notice of default and foreclosure

sale, or all amounts due under the

mortgage agreement are tendered to

the Foreclosure Commissioner, in the

form of a certified or cashier's check

payable to the Secretary of HUD

before public auction of the property

the mortgage is to be reinstated prior

to the scheduled sale is \$145,353.93

as of December 13, 2011, plus at

other amounts that would be due

under the mortgage agreement if

payments under the mortgage had

not been accelerated, advertising

costs and postage expenses incurred

in giving notice, mileage by the most

reasonable road distance for posting

notices and for the Foreclosure

Commissioner's attendance at the

sale, reasonable and customary

record searches, the necessary out-of-pocket costs incurred by

the Foreclosure Commissioner for

recording documents, a commission for the Foreclosure Commissioner,

and all other costs incurred in

connection with the foreclosure prior

or cashier's check or application for cancellation of the foreclosure sale

shall be submitted to the address

of the Foreclosure Commissioner

Date: November 9, 2011

David R. Caudle

The Caudle Law Firm, P.A.

Foreclosure Commissioner

President & Attorney at Law

2101 Rexford Road, Suite 165W

State Bar Number 6075

Phone: (704) 342-2330

**NORTH CAROLINA** 

PERSON COUNTY

Special Proceedings

No. 11 SP 177

Substitute Trustee:

Philip A. Glass

**FORECLOSURE SALE** 

Time of Sale: 10:30 a.m.

Date of Sale: December 8, 2011

Place of Sale: Person County

Description of Property: See

Record Owners: Fred Stanley

McGhee by the Will of Lydia Mebane

Address of Property: 17 Delta Drive

Charlotte, NC 28211

Fax: (704) 342-4584 Nov. 23, 30 & Dec. 7, 2011

Tender of payment by certified

incurred for title and lier

The amount that must be paid if

is completed.

costs

to reinstatement.

provided below.

oreclosure Commissioner not less

The scheduled foreclosure sale

the property will be vacant.

There is no right of redemption

right of possession based

price offered by that bidder.

If the high bidder is unable to close

applied toward the amount due

The Secretary may grant an

will be returned to them.

PERSON COUNTY COURT OF JUSTICE SUPERIOR COURT DIVISION EXECUTOR'S NOTICE

Having qualified as Executor of the Estate of Evie Sue Long Bryant of Person County, North Čarolina, this is to notify all persons having claims against the estate of Evie Sue Long Bryant, to present them to the undersigned on or before the 16th day of February, 2012, or foreve be barred in accordance with G.S. 28A-19-3(a). All persons indebted to said estate, please make immediate payment.
This the 14th day of November,

Mary Harris Wilson 345 Shiloh Church Rd. Roxboro, NC 27574 Nov. 16, 23, 30 & Dec. 7, 2011

**NORTH CAROLINA** PERSON COUNTY IN THE GENERAL SUPERIOR COURT DIVISION ADMINISTRATOR'S -**EXECUTOR'S NOTICE** 

Having qualified as Co-Executor of the Estate of Kathleen Moore Cox of Person County, North Carolina this is to notify all persons having claims against the estate of Kathleen Moore Cox, to present them to the undersigned on or before the 16th day of February, 2012, or forever be barred in accordance with G.S. 28A-19-3(a). All persons indebted to said estate, please make immediate payment

This the 14th day of November 2011.

Wendell Wayne Cox 6001 Hurdle Mills Rd. Roxboro, NC 27574 **Barry Keith Cox** 3168 Tom Hunt Rd. Oxford, NC 27565 Nov. 16, 23, 30 & Dec. 7, 2011

#### NOTICE OF DEFAULT AND FORECLOSURE SALE WHEREAS, on May 22, 2003

a certain Note having an original principal amount of \$171,000.00, as secured by a Deed of Trust were executed by Blanche H. Garrett as Grantor in favor of RBC Centura Bank as Beneficiary and C B Services Corporation as Trustee, and said Deed of Trust was recorded on May 28, 2003 in Book 433, Page 843 ii the Office of the Register of Deeds of Person County, North Carolina; and WHEREAS, the above Note and

Deed of Trust were insured by the United States Secretary of Housing and Urban Development Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS, the above Note and

Deed of Trust were assigned by RBC Centura Bank to Financial Freedom Senior Funding Corporation by an Assignment dated May 22, 2003, and recorded on May 28, 2003, in Book 433. Page 860 in the Office of the Register of Deeds of Person County, North Carolina; and WHEREAS, the beneficial interest

in the above Note and Deed of Trust are now owned by the Secretary pursuant to an Assignment dated May 18, 2006, and recorded on June 5, 2006, in Book 589, Page 773, ir the Office of the Register of Deeds of Person County, North Carolina; and WHEREAS, the Secretary is the

present holder of the Note and Deed of Trust; and WHEREAS. Grantor has died

and the property is not the principal residence of at least one surviving WHEREAS, under Paragraph

7(a)(i) of the above Note and of Trust, upon death of the Borrower/ Grantor, should the property not remain the principal residence of at least one surviving Borrower, the Secretary has the right to demand, and the Secretary has demanded the immediate payment in full of al outstanding principal and accrued interest; an

WHEREAS. default has occurred under the above terms and conditions of the above Note and Deed of Trust, in that a proper demand has been made for the immediate payment in full of all outstanding principal and accrued interest, which remains unpaid; and

WHEREAS, the entire amount delinguent as of December 13, 2011 is \$145,353.93; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable;

WHEREAS. has the right to foreclose upon the secured real property as described in the above Deed of Trust; and NOW THEREFORE, pursuant

to powers vested in The Caudle Law Firm, P.A. by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of The Caudle Law Firm P.A. as Foreclosure Commissioner recorded on November 7, 2011 in Book 789, Page 22, notice is hereb given that on **December 13, 2011** at 11:00 AM local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the

highest bidder: Being located in the County of rson, State of North Carolina, Person, and more particularly described as follows:

acres, more or less, as show or

plat and survey entitled: "SURVEY FOR BLANCHE N. GARRRETT &

STACY W. GARRETT", surveyed by

Cawthrone & Associates, BLS, dated

December 23, 1998, which plat of

survey recorded in Plat Cabinet 11,

Hanger 48-F. Person County Registry

is incorporated herein as part of this

Commonly known as: 380 Berea

The sale will be held at the

The Secretary of Housing

There will be no proration of taxes,

Person County Courthouse, North

and Urban Development will bid

rents or other income or liabilities.

except that the purchaser will pay, at

or before closing, his prorata share of

description by reference thereto

Road, Rougemont, NC 27572

Carolina

\$145,353.93.

Grantors: Lydia McGhee Mebane, and Husband, Bobby Mebane Original Beneficiary: Mortgage Lying and being in Mt. Tirzah Township, Person County, North Carolina and containing 5.00

Courthouse

Attached Description

Roxboro, NC 27573

Deed of Trust:

Book: 629 Page: 587

Dated: April 4, 2007

Electronic Registration Systems, Inc as nominee for Encore Credit CONDITIONS OF SALE: Should the property be purchased by a third party, that person must pay the tax of Forty-five Cents (45¢) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases This is alle is also subject to any applicable county land transfer tax, and the successful third party bidder

A cash deposit of 5% of the purchase price will be required at the time of the sale. 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

shall be required to make payment for

any such county land transfer tax.

any real estate taxes that have been attempts to tender such deed, and paid by the Secretary to the date of should said successful bidder fail to pay the full balance purchase price so When making their bids, all bidders bid at that time, he shall remain liable except the Secretary must submit a

on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law. Residential real property 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 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 to rent due under the rental agreement prorated to the effective date of the Dated: 9-20-11

Lying and being in the City of Roxboro, Roxboro Township, Person County, North Carolina and being specifically those parcels designated as Lot 1 containing 0.35 of an acre, more or less, and Lot 2 containing 0.03 of an acre, more or less, as shown on that certain plat of survey entitled "Plat of Survey Thomas F. McGhee and Lydia P. McGhee" prepared by Hamlett-Jennings & Associates in July of 1993, being recorded in the Person County Registry in Plat Cabinet 8, at Hanger 39-5, said plat being incorporated herein for a more accurate metes and bounds description.

> Philip A. Glass. Substitute Trustee Nodell, Glass & Haskell, L.L.P.

Nov. 30 & Dec. 7, 2011

## NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on March 25, 2004 a certain Note having an original principal amount of \$262,200.00, as secured by a Deed of Trust were executed by Hallie J. Snead as Grantor in favor of Wells Fargo Home Mortgage, Inc. as Beneficiary and William R. Echols as Trustee, and said Deed of Trust was recorded on March 30, 2004 in Book 480, Page 117 in the Office of the Register of Deeds of Person County, North WHEREAS, the above Note and

Deed of Trust were insured by the United States Secretary of Housing Urban Development Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and WHEREAS, the beneficial beneficial

nterest in the above Note and Deed of Trust are now owned by the Secretary, pursuant to an Assignment dated March 12, 2008, and recorded on May 27, 2008, in Book 679, Page 472, in the Office of the Registe Deeds of Person County, North

WHEREAS, the Secretary is the present holder of the Note and Deed of Trust: and

WHEREAS, Grantor has died and the property is not the principal residence of at least one surviving borrower: and

Paragraph WHEREAS, under 7(a)(i) of the above Note and Paragraph 9(a)(i) of the above Deed of Trust, upon death of the Borrower/ Grantor, should the property not remain the principal residence of at least one surviving Borrower, the Secretary has the right to demand, and the Secretary has demanded. the immediate payment in full of all outstanding principal and accrued interest: and

a default has occurred under the above terms and conditions of the above Note and Deed of Trust, in that a proper demand has been made for the immediate payment in full of all outstanding principal and accrued interest, which remains unpaid; and WHEREAS, the entire amount

delinquent as of December 13, 2011 is \$210,340.21; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable;

WHEREAS, Secretary has the right to foreclose upon the secured real property as described in the above Deed of Trust; and

NOW THEREFORE, pursuant to powers vested in The Caudle Law Firm, P.A. by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of The Caudle Law Firm. P.A. as Foreclosure Commissioner, recorded on November 7, 2011 in Book 789, Page 22, notice is hereby given that on December 13, 2011 at 11:00 AM local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

Being located in the County of Person. State of North Carolina and more particularly described as

Being that tract or parcel of land in Holloway Township, Person County, North Carolina, on the Northeast side of NC Highway 49 and described as follows: Beginning at the intersection of NC Highway 49 and the old Roxboro-Virgilina Road; thence with the line of NC 49 in a Northeasterly direction to Mayo Creek: thence down Mayo Creek as it meanders to the center of the old Roxboro-Virgilina Road, thence with the center of the old Roxboro-Virgilina Road in a Southerly direction to the beginning, and being Lot 13 of the T.H. Street lands, containing 33 acres, more or less, and being the same lands described in tha deed from Lucas G. Lamberth and

portion of said land located on the

South side of NC Highway 49 as

excepted in that deed recorded in

Book 70, page 324;
2. That tract of land containing

FOLLOWING:

wife, Fannie D. Lamberth, to Isham G. Snead and wife, Hallie J. Snead, recorded in Deed Book 70: Page 324 Person County Registry, which deed

Grantor, is incorporated by reference.

SAVE AND EXCEPT FROM THE MARK T. ADERHOLD, ESQUIRE ABOVE DESCRIBED LANDS THE Substitute Trustee, AS RECORDED IN 1. Expressly excepted from the above-described lands is all of that

Company recorded in Book 133, page 128, which deed is incorporated by reference:

3. That tract of land containing 2.47 acres described in deed from Isham G. Snead and wife, Hallie Snead, to Thompson and Cates Realty, Inc., recorded in Book 196. page 98, which deed is incorporated by reference.

known Commonly Grapevine Drive, Roxboro, NC The sale will be held at the

Person County Courthouse, North The Secretary of Housing and Urban Development will bid

There will be no proration of taxes, rents or other income or liabilities. except that the purchaser will pay, at

or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foréclosure sale When making their bids, all bidders except the Secretary must submit a

deposit totaling \$21,034.02 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$21,034.02 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder. he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may extension of time within which to deliver the remainder of the payment. All extensions will be for increments for a fee of \$500.00 paid in advance. The extension fee shall be in the form of a certified or cashier's check, made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption. right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that

the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property

is completed. The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$210,340.21 as of December 13, 2011, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner and all other costs incurred in connection with the foreclosure prior

to reinstatement. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below

Date: November 9, 2011 The Caudle Law Firm, P.A., Foreclosure Commissioner David R. Caudle President & Attorney at Law State Bar Number 6075 2101 Rexford Road Suite 165W Charlotte, NC 28211 Phone: (704) 342-2330 Fax: (704) 342-4584 Nov. 23, 30 & Dec. 7, 2011

**NORTH CAROLINA** PERSON COUNTY IN THE GENERAL **COURT OF JUSTICE** SUPERIOR COURT DIVISION IN THE MATTER OF THE FORECLOSURE OF THE

DEED OF TRUST OF MICHELLE JOANNE BISHOP AND BRENTLEY DARYL HEDDEN,

**BOOK 183 AT PAGE 445 OF THE** PERSON PUBLIC REGISTRY. NOTICE OF SUBSTITUTE TRUSTEE'S

SALE OF REAL ESTATE Under and by virtue of the power and authority contained in that certain Deed of Trust executed and delivered **Public Notice** 

The North Carolina Department of Crime Control and Public Safet proposes the construction of a 280-fi (295-ft with appurtenances) AGL Selfsupport Emergency Services Tower that will be located north of a portion of Critcher-Wilkerson Boad west of Wesleyan Road, southwest of the Town of Roxboro, in central Person North Carolina (Person County. County PIN# 0905-05-08-1178.000).

Please submit any written comments by 1/7/12 regarding the potential effects that the proposed tower may have on Historic Properties that are listed or eligible for inclusion in the National Register of Historic Places to: Tower Engineering

Professionals, Inc (Attn: George Swearingen) 3703 Junction Blvd. Raleigh, NC 27603 Telephone: (919) 661-6351 Fax: (919) 661-6350 Dec. 7, 2011

## **LEGAL NOTICE** The Roxboro Stor-N-Lock has a

possessory lien on all goods stored in units:

Unit 18 - Charlie Bailey Unit 19 - Mary Jones Unit 92 - Shacarra Dunn Unit 117 - Joey Long Unit 180 - Erica Yancey Unit 230 - Roxanne Tuck Unit 234 - Robin Farmer Unit 414 - Casey Sarver

Unit 461 - Casev Sarver All items of personal property are being sold in order to collect the amount due from you on December 10, 2011 at 10 a.m. The sale will take place at 909 Ridge Road, Roxboro,

NC 27573.

**Roxboro Stor-N-Lock** Donald Wilson, Owner

#### NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE UNDER AND BY VIRTUE OF

the power and authority contained in that certain Deed of Trust executed and delivered by J. B. Development LLC, dated the 21st day of February, 2007, and recorded in the Office of the Register of Deeds for Person County, North Carolina, in Book 623 at Page 253 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Person County, in the city of Roxboro North Carolina, at 10:00 AM on the 13th day of December, 2011, all that certain parcel of land, more particularly described as follows

IMPROVEMENTS: House and lot/Condominium/or Lot

LEGAL DESCRIPTION: Being all of Lots 29, 30, 32 and 33, Final Plat of FLAT RIVER RIDGE, as per plat and survey thereof now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 14 at Pages 224, 225 and 226, to which plat reference is hereby made for a more particular description of same LESS AND EXCEPT Lot 29 conveyed out by deed recorded

05/16/08 in Book 678, Page 398. ADDITIONAL POSSIBLE **ADDRESS** REFERENCE PURPOSES ONLY: Lots 30, 32 and 33 of Flat River Ridge Subdivision, Timberlake, NC

Notice & Disclaimer: The listed street address may be incorrect and is stated hereby for informational and reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct. It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property

being sold and shall be controlling. PRESENT RECORD OWNERS as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are J R Development, LLC; J R Development, LLC, c/o Jay M. Kelly, Registered Agent; J R Development, LLČ, c/o Jay M. Kelly, as Member; Jay M. Kelly, Guarantor, Melissa Hope Kelly, Guarantor

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23. In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §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. That upon termination of a rental agreement, the tenant is liable for

rent due under the rental agreemen prorated to the effective date of the termination Should the property be purchased

the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/or revenue tax, and the successful third party bidder shall be required to make payment for such tax. 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 Instrument, or both, being foreclosed, nor the officers directors. attornevs. employees. agents or authorized representative of either Trustee of 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. This sale is made subject to all prior liens, unpaid taxes, special assessments, land transfer taxes, if any, encumbrances of record. including prior Deeds of Trust. The Substitute Trustee

reserves the right to require a cash deposit or certified check made payable to the Substitute Trustee (no personal checks) for five percent (5%) of the purchase price or seven hundred fifty dollars (\$750.00) whichever is greater, at the time of the sale. The sale will be held open for ten (10) days for upset bids as by law required. Following the expiration of the statutory upset bid period, all remaining amounts are due immediately. 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 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 declare the sale to be void and return the deposit. The purchaser will have no further remedy.

THIS IS A COMMUNICATION A DEBT COLLECTOR PURPOSE OF THIS FROM COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION. IF YOUAREUNDERTHEPROTECTION THE BANKRUPTCY COURT 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 the 22nd day of November.

Carolina Trustee Services, L.L.C., Substitute Trustee By: David R. Caudle President & Attorney at Law State Bar Number 6075 2101 Rexford Road, Suite 165W Charlotte, North Carolina 28211 http://www.caudlelawfirm.com Nov. 30 & Dec. 7, 2011

# NOTICE OF SUBSTITUTE TRUSTEE'S UNDER AND BY VIRTUE OF

the power and authority contained in that certain Deed of Trust executed and delivered by J R Development, LLC, dated the 13th day of April, 2007, and recorded in the Office of the Register of Deeds for Person County, North Carolina, in Book 630 at Page 510 and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and, pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigne Substitute Trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the County Courthouse of Person County, in the city of Roxboro, North Carolina, at 10:00 AM on the 13th day of December, 2011, all that certain parcel of land, more particularly described as follows:

IMPROVEMENTS: House and lot/Condominium/or Lot LEGAL DESCRIPTION: Being

all of Lots 20, 31, and 34 on Final Plat of FLAT RIVER RIDGE, as per plat and survey thereof now on file in the Office of the Register of Deeds of Person County in Plat Cabinet 14 at Pages 224, 225 and 226, to which plat reference is hereby made for a more particular description of same. ADDITIONAL P REET ADDRESS POSSIBLE STREET

REFERENCE PURPOSES ONLY: Lots 20, 31, 34 of Flat River Ridge Subdivision, Timberlake, NC 27583

Notice & Disclaimer: The listed by a third party, that person must pay

street address may be incorrect and is stated hereby for informational reference purposes only. The Substitute Trustee makes no certifications or warranties that said street address is accurate or correct It is each potential bidder's duty to determine with his/her own title examination that said street address is correct and matches the above legal description. The above legal description describes the property being sold and shall be controlling. PRESENT RECORD OWNERS

as reflected on the records of the Register of Deeds not more than 10 days prior to posting the notice are J R Development, LLC; J F Development, LLC, % Jay M. Kelly, Registered Agent; J R Development, LC, % Jay M. Kelly, as Member; Jay M. Kelly, Guarantor, Melissa Hope Kelly, Guarantor Trustee may, in the Trustee's

sole discretion, delay the sale for up to one hour as provided in NCGS 45-21.23. In the event that this sale is one of residential real property with less than 15 rental units, an order for possession of the property may be issued pursuant to NCGS §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 upor 10 days written notice to the landlord That upon termination of a renta agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination. Should the property be purchased

by a third party, that person must pay the tax of forty-five (45) cents per One Hundred Dollars (\$100.00) required by NCGS §7A-308 (a)(1). This sale is also subject to any applicable county and/or state land transfer and/o revenue tax, and the successful third party bidder shall be required to make payment for such tax. 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 holde of the note secured by the Deed of Trust/Security Instrument, or both being foreclosed, nor the officers directors. attornevs. emplovees agents or authorized representative either Trustee of 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. This sale is made subject to all prior liens, unpaid taxes, specia assessments, land transfer taxes any, encumbrances of record including prior Deeds of Trust. The Substitute Trustee reserves the right to require a cash

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the deposit. The purchaser will have

no further remedy.

deposit or certified check made

payable to the Substitute Trustee

(no personal checks) for five percent

(5%) of the purchase price or sever

hundred fifty dollars (\$750.00)

whichever is greater at the time of

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THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR STATED BELOW IN THE INSTANCE OF BANKBUPTCY PROTECTION, IF YOUAREUNDERTHEPROTECTION THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTC 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 the 22nd day of November, Carolina Trustee Services, L.L.C.

Substitute Trustee By: David R. Caudle President & Attorney at Law State Bar Number 6075 2101 Rexford Road, Suite 165W Charlotte, North Carolina 28211 http://www.caudlelawfirm.com 11-SP-195 Nov. 30 & Dec. 7, 2011



14.195 acres described in Deed from P.O. Box 311, 109 Clayton Avenue, by MICHELLE JOANNE BISHOP and The Courier=Times Isham G. Snead and wife, Hallie J. Roxboro, NC 27573 REFINI FY DARYL HEDDEN, dated Shop Our Classified Line Ads At www.roxboro-courier.com!