

**LEGAL**

**NORTH CAROLINA PERSON COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION ADMINISTRATOR'S - EXECUTOR'S NOTICE**  
 Having qualified as Executor of the Estate of Evie Sue Long Bryant of Person County, North Carolina, 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 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.  
**Mary Harris Wilson**  
 345 Shiloh Church Rd.  
 Roxboro, NC 27574  
 Nov. 16, 23, 30 & Dec. 7, 2011

**NORTH CAROLINA PERSON COUNTY IN THE GENERAL COURT OF JUSTICE 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 CB Services Corporation as Trustee, and said Deed of Trust was recorded on May 28, 2003 in Book 433, Page 843 in 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 (the 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, in 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 borrower; and  
 WHEREAS, under Paragraph 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  
 WHEREAS, 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 \$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, the 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 follows:  
 Lying and being in Mt. Tirzah Township, Person County, North Carolina and containing 5.00 acres, more or less, as show on plat and survey entitled: "SURVEY FOR BLANCHE N. GARRRETT & STACY W. GARRETT", surveyed by Cawthron & Associates, RLS, 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 description by reference thereto.  
 Commonly known as: 980 Berea Road, Roumont, NC 27572  
 The sale will be held at the Person County Courthouse, North Carolina.  
 The Secretary of Housing and Urban Development will bid **\$145,353.93**.  
 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 foreclosure sale.  
 When making their bids, all bidders except the Secretary must submit a 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 will be returned to them.  
 The Secretary may grant an 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 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, or right of possession based upon a right of redemption, in the mortgage 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 mortgage 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 \$145,353.93 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

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 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 clerk or parties in possession by the party 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 for rent due under the rental agreement prorated to the effective date of the termination.  
 Dated: 9-20-11  
 Lying and being in the City of Roxboro, Roxboro Township, Person County, North Carolina and being more 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 for 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 Carolina; and  
 WHEREAS, the above Note and Deed of Trust were insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and  
 WHEREAS, the beneficial interest 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 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 borrower; and  
 WHEREAS, under Paragraph 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  
 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, the 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 follows:  
 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-Virginia 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-Virginia Road, thence with the center of the old Roxboro-Virginia 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 that deed from Lucas G. Lambeth and wife, Fannie D. Lambeth, to Isham G. Snead and wife, Hallie J. Snead, recorded in Deed Book 70; Page 324, Person County Registry, which deed is incorporated by reference.  
 SAVE AND EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING:  
 1. Expressly excepted from the above-described lands is all of that 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 14.195 acres described in Deed from Isham G. Snead and wife, Hallie J. Snead to Carolina Power & Light

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 J. Snead, to Thompson and Cates Realty, Inc., recorded in Book 196, page 98, which deed is incorporated by reference.  
 Commonly known as: 51 Grapevine Drive, Roxboro, NC 27573  
 The sale will be held at the Person County Courthouse, North Carolina.  
 The Secretary of Housing and Urban Development will bid **\$210,340.21**  
 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 foreclosure 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 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 will be returned to them.  
 The Secretary may grant an 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 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, or right of possession based upon a right of redemption, in the mortgage 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 mortgage 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.  
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 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

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 J. Snead, to Thompson and Cates Realty, Inc., recorded in Book 196, page 98, which deed is incorporated by reference.  
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 There is no right of redemption, or right of possession based upon a right of redemption, in the mortgage 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 mortgage 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.  
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 Date: November 9, 2011  
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 2101 Rexford Road, Suite 165W  
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**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 Carolina; and  
 WHEREAS, the above Note and Deed of Trust were insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and  
 WHEREAS, the beneficial interest 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 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 borrower; and  
 WHEREAS, under Paragraph 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  
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 Being located in the County of Person, State of North Carolina, and more particularly described as follows:  
 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-Virginia 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-Virginia Road, thence with the center of the old Roxboro-Virginia 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 that deed from Lucas G. Lambeth and wife, Fannie D. Lambeth, to Isham G. Snead and wife, Hallie J. Snead, recorded in Deed Book 70; Page 324, Person County Registry, which deed is incorporated by reference.  
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 2. That tract of land containing 14.195 acres described in Deed from Isham G. Snead and wife, Hallie J. Snead to Carolina Power & Light

Company recorded in Book 133, page 128, which deed is incorporated by reference;  
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 Phone: (704) 342-2330  
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 Nov. 23, 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 Carolina; and  
 WHEREAS, the above Note and Deed of Trust were insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and  
 WHEREAS, the beneficial interest 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 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 borrower; and  
 WHEREAS, under Paragraph 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  
 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, the 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 follows:  
 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-Virginia 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-Virginia Road, thence with the center of the old Roxboro-Virginia 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 that deed from Lucas G. Lambeth and wife, Fannie D. Lambeth, to Isham G. Snead and wife, Hallie J. Snead, recorded in Deed Book 70; Page 324, Person County Registry, which deed is incorporated by reference.  
 SAVE AND EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING:  
 1. Expressly excepted from the above-described lands is all of that 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 14.195 acres described in Deed from Isham G. Snead and wife, Hallie J. Snead to Carolina Power & Light

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 J. Snead, to Thompson and Cates Realty, Inc., recorded in Book 196, page 98, which deed is incorporated by reference.  
 Commonly known as: 51 Grapevine Drive, Roxboro, NC 27573  
 The sale will be held at the Person County Courthouse, North Carolina.  
 The Secretary of Housing and Urban Development will bid **\$210,340.21**  
 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 foreclosure 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 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 will be returned to them.  
 The Secretary may grant an 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 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, or right of possession based upon a right of redemption, in the mortgage 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 mortgage 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  
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 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, sub