

# LEGAL ADVERTISING

## Church holds walk-a-thon

Pathway Church in the Duffie community hosted a walk-a-thon April 24 to raise money for the American Red Cross and the American Cancer Society.

The program included a presentation by Carol Ann Lentz, Red Cross executive director in Scotland County, and a free breakfast for the community prepared by Deaconess Betty Brooks and Sister Dottie Ray Locklear, with Elder Wilton Brooks as usher and greeter.

Walkers who participated were Wilton Brooks, William Oxendine, Carol Jacobs, Glen Cummings, Donnie Jones, Cathy Amaral, Janet Cummings, Carol Lynn Cummings, Herman Cummings, Sequoyah Cooper, Glen Cummings Jr., Devanna Fallen, Samuel Locklear, Jessica Cummings, Jacklyn Lvario, Alex Levavario and Pastor Jerry Oxendine.

The event was held in conjunction with Relay for Life, which will be held May 14-15 at Hoke High School.



## LEGALS

### NOTICE OF SERVICE OF PROCESS BY PUBLICATION NORTH CAROLINA HOKE COUNTY

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION

FILE NO.: 10 CVD 80

CYNTHIA OXENDINE, as Director of Hoke County Health Department, Plaintiff vs. SAM SCRIVEN and wife, ANNIE FLORENCE SCRIVEN, Defendants

To: SAM SCRIVEN ANNIE FLORENCE SCRIVEN

TAKE NOTICE that a pleading seeking relief against you has been filed in the above-entitled action in the District Court of Hoke County. The nature of relief being sought is as follows: Abatement of Nuisance in Real Property.

You are required to make defense to such pleading within forty (40) days after April 28, 2010, exclusive of the date, and upon your failure to do so, the Plaintiff shall apply to the Court for the relief sought.

This 28th day of April, 2010. William C. Fields, Jr. Attorney for the Plaintiff 112 E. Edinborough Avenue Raeford, North Carolina 28376 (910) 875-4065 7-9C

### NOTICE OF SERVICE OF PROCESS BY PUBLICATION STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION 10-CVD-320

SARAH MCCLARY, Plaintiff, vs. ADEREMI ADEMOSU, Defendant. TO: ADEREMI ADEMOSU

Take notice that a pleading seeking relief against you has been filed in the above-titled action. The nature of the relief being sought is as follows: Sarah McClary has filed a Complaint for Absolute Divorce.

You are required to make defense to such pleadings not later than the 31st day of May, 2010, said date being at least 40 days from the first publication of this notice; and upon your failure to do so the party seeking service against you will apply to the court for the relief sought.

This the 16th day of April, 2010. The Law Office of Algernon Williams, PLLC Algernon Williams, Sr. Attorney for Plaintiff 4801 E. Independence Blvd., Suite 1000 Charlotte, NC 28212 (704) 248-0427 6-8C

### NOTICE OF FORECLOSURE SALE NORTH CAROLINA COUNTY OF HOKE 10-SP-52

Substitute Trustee: Philip A. Glass

Date of Sale: May 12, 2010

Time of Sale: 2:00 p.m.

Place of Sale: Hoke County Courthouse

Description of Property: See Attached Description

Record Owners: Charles Vernon Bragg and Denise Mariam Bragg

Address of Property: 210 Franklin Drive, Raeford, NC 28376

Deed of Trust: Book: 460 Page: 465

Dated: February 12, 2001

Grantors: Charles Vernon Bragg and wife, Denise Mariam Bragg

Original Beneficiary: GreenPoint Credit, LLC

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 sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

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 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 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 for rent due under the rental agreement prorated to the effective date of the termination.

Being all of Lot 118, Woodland, Phase Four according to a Plat of same duly recorded in Plat Cabinet 2, Slide 2-57, Map 3, Hoke County Registry.

This conveyance is being made subject to restrictive covenants, easements and rights-of-way of record.

Including the following Manufactured Home: Horton Homes, Summit, 27x72, 2001 H173515GL&R. Dated: 2-23-10 Posted on 4-14-10

Philip A. Glass, Substitute Trustee Nodell, Glass & Haskell, L.L.P. 7-8C

### NOTICE OF FORECLOSURE SALE

10 SP 76 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Johnnie Lee McCrimmon, Sr. to James P. Bonner Trustee(s), which was dated August 12, 1998 and recorded on August 20, 1998 in Book 0398 at Page 0848 and rerecorded/modified/corrected on November 28, 2005 in Book 00694, Page 0810, Hoke County Registry, North Carolina. Default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on May 11, 2010 at 12:00PM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

TRACT NO. I: A certain tract or parcel of land in Quewhiffle Township, Hoke County, North Carolina, lying about 300 yards north of State Road No. 1225, about 600 yards west of its intersection with State Road No. 1214, and adjoining now or formerly, lands of Lingle on the South, recorded in Book 224, at Page 35 of the Hoke County Public Registry, lands of Salmon on the North recorded in Book 224, at Page 033, and on the East by a private access sixty (60) foot wide road, and others, and being described as follows: BEGINNING at an iron pipe in the Southwest line of a sixty (60) foot wide access easement, the Southeast corner of a one (1) acre tract described in Mortgage Book 211, at Page 105, in the Hoke County Registry, also in the Northeast corner of the John Lingle 2.32 acre tract, said beginning corner further described as being located N 26 degrees 47 minutes West 171.55 feet from the Northeast corner of Lot No. 11 of the Bobby Blanton Division, as shown on plat recorded in Map Book 7, at Page 13, in the Hoke County Registry; running thence from said beginning as the south line of the one acre tract, and with a north line of Lingle, leaving the road, South 63 degrees 13 minutes West 208.71 feet to an iron stake, the Southwest corner of the one acre and also a corner of Lingle; thence continuing with Lingle, South 75 degrees 25 minutes West 323.61 feet to an iron stake, the Northwest corner of Lingle, and the Northeast corner of Lot No. 10; thence as the north line of Lot No. 10, South 81 degrees 43 minutes West 440.21 feet to an iron pipe in the east line of Thomas, the Northwest corner of Lot No. 10; thence with Thomas, North 0 degrees 33 minutes East 263.71 feet to an iron stake in said line; thence a NEW Line, North 75 degrees 24 minutes East 840.3 feet to an iron stake in the Southwest line of the aforesaid sixty (60) foot wide private Access Road; thence as said line, South 26 degrees 47 minutes East 265.00 feet to the BEGINNING, containing 6.00 acres, more or less. This being a portion of the thirteen (13) acres received by Douglas Aaron Gress from Bobby Blanton as described in Book 198, at Page 858 of the Hoke County Public Registry. TRACT NO. II: BEGINNING at an iron stake, a new corner, in the West line of a sixty (60) foot wide private access road, said beginning corner being

North 26 degrees 47 minutes West 171.55 feet from the Southeast corner of Lot #12, as shown on Plat entitled "Division of the property of Bobby Blanton" as recorded in Map Book 7, at Page 13, Hoke County Registry and running thence with a new line, South 63 degrees 13 minutes West 208.71 feet to an iron stake, a new corner; thence North 26 degrees 47 minutes West 208.71 feet to an iron stake, a new corner; thence North 63 degrees 13 minutes East 208.71 feet to an iron stake in the West line of aforesaid sixty (60) foot access road; thence with the west line of said sixty (60) foot access road, South 26 degrees 47 minutes East 208.71 feet to the BEGINNING, containing one (1) acre, more or less, and being a portion of Lot #13, as shown on plat entitled "Division of the property of Bobby Blanton", as recorded in Map Book 7, Page 13, Hoke County Registry. EXPLANATORY NOTE: Tract No. II above described is included in the description of Tract No. I above set out, but is separate for purposes of clarification. This being the same property received by Douglas Aaron Gress from Mid State Homes, Inc. recorded in Book 224, at Page 092 of the Hoke County Public Registry. The Grantee hereby assumes that Deed of Trust to Mid-State Homes recorded in Book 223, Page 632, dated June 18, 1982, in the original amount of \$57,888.00, and hereby agree to protect the Grantor from any balance due on said Deed of Trust.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 249 Dusty Trail and, 4.9 acres adjacent to 249 Dusty Trail, Aberdeen, NC 28315. Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (no personal checks) of five percent (5%) of the purchase price, or Seven Hundred Fifty Dollars (\$750.00), whichever is greater, will be required at the time of the sale. Following the expiration of the statutory upset bid period, all the remaining amounts are immediately due and owing. Said property to be offered pursuant to this Notice of Sale is being offered for sale, transfer and conveyance "AS IS WHERE IS." There are no representations of warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid taxes, any unpaid land transfer taxes, special assessments, easements, rights of way, deeds of release, and any other encumbrances or exceptions of record. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Johnnie Lee McCrimmon, Sr. An Order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. The notice shall also state that upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination. If the trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy.

Substitute Trustee Brock & Scott, PLLC Jeremy B. Wilkins, NCSB No. 32346, 5431 Oleander Drive Suite 200 Wilmington, NC 28403 PHONE: (910) 392-4988 FAX: (910) 392-8587 File No. 09-05167-FC01, 692823 7-8 C

### CREDITOR'S NOTICE STATE OF NORTH CAROLINA COUNTY OF HOKE

The undersigned, SUSAN WILBURN COMSTOCK, having duly qualified as Personal Representative of the Estate of WAYNE MILLARD WILBURN, deceased, late of Hoke County, North Carolina, all persons, firms, and corporations having claims of whatsoever nature against the said Wayne Millard Wilburn, deceased, are hereby notified to exhibit said claim or claims to the undersigned Personal Representative on or before July 23, 2010 or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said Wayne Millard Wilburn, deceased, are hereby requested to pay the indebtedness to the undersigned Personal Representative immediately.

DATED This 21st day of April, 2010.

Susan Wilburn Comstock Personal Representative of the Estate of Wayne Millard Comstock Randolph E. Shelton, Jr. 1600 Morganton Road P-2 Pinehurst, North Carolina 28374 (910) 692-8635 6-9C

### CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION

Before The Clerk COUNTY OF HOKE IN THE MATTER OF ARLETHA J. HEADEN 09 E 1 90

All persons, firms and corporations having claims against Arletha J. Headen, deceased, are hereby notified to exhibit them to Catherine McP. Patterson, Executor of the estate of the decedent at 524 Oakdale Gin Rd., Raeford, NC 28376, on or before the 8th day of July, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executrix.

This the 7th day of April, 2010. Catherine McP. Patterson of the Estate of Arletha J. Headen 524 Oakdale Gin Rd. Raeford, NC 28376 4-7P

### CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION

Before The Clerk COUNTY OF HOKE IN THE MATTER OF LANDONIA LEE MCRAE (AKA) LANDONIA SCOTT 10-E-49

All persons, firms and corporations having claims against Landonia Lee McRae (aka) Landonia Scott, deceased, are hereby notified to exhibit them to Mary Della P. McRae, Administratrix of the estate of the decedent at 3738 Blue Springs Rd., Red Springs, NC 28377, on or before the 8th day of July, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 7th day of April, 2010. Mary Della P. McRae, Administratrix of the Estate of Landonia Lee McRae (aka) Landonia Scott 3738 Blue Springs Rd. Red Springs, NC 28377 4-7P

### NOTICE OF FORECLOSURE SALE 10 SP 64

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Larry Adams (PRESENT RECORD OWNER(S): Adams Professional Painting, Inc.) to Jerone C. Herring, Trustee(s), dated the 10th day of August, 2001, and recorded in Book 477, Page 97, in Hoke County Registry, North Carolina, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Hoke County, North Carolina and the holder of the note evidencing

said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in the City of Raeford, Hoke County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on May 6, 2010 and will sell to the highest bidder for cash the following real estate situated in the County of Hoke, North Carolina, and being more particularly described as follows:

BEING all of Lot 4, Revision of Cobble Ridge according to map of the same duly recorded in Plat Slide 388, Map 001, Hoke County Registry. Together with improvements located thereon; said property being located at 159 Drew Street, Raeford, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §45-21.23.

Should the property be purchased by a third party, that person must pay the tax of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by NCGS 7A-308(a)(1).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property being offered for sale, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A cash deposit or cashier's check (no personal checks) of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, will be required at the time of the sale.

An order for possession of the property may be issued pursuant to G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This 15th day of April, 2010. SUBSTITUTE TRUSTEE SERVICES, INC. SUBSTITUTE TRUSTEE

The Law Firm of Hutchens, Senter & Britton, P.A. Attorneys for Substitute Trustee Services, Inc. P.O. Box 1028 4317 Ramsey Street Fayetteville, North Carolina 28311 http://sales.hsbfirm.com Case No: 1015929 6-7C

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