

LEGAL ADVERTISING

LEGAL NOTICE

NOTICE OF PUBLIC HEARING HOKE COUNTY, NORTH CAROLINA
NOTICE IS HEREBY GIVEN, pursuant to G.S. 153A-323, that the following Public Hearings will be held before the Hoke County Planning Board on Thursday, May 13, 2010, at 7:00 pm, at the Pratt Building, 227 N. Main Street, Raeford, NC, for the purpose of hearing the following:

A. Application for Rezoning RZ-10-06 submitted by 410 Sand Co., LLC to rezone a tract of property located off Doc Brown Rd. The property is identified by the Hoke County Tax Records as PIN 494660001030 (36 acres), from RA-20 Residential-Agricultural District to Industrial District.

B. The purpose of the Public Hearing is to consider Application for Conditional Use Permit CU-10-17 submitted by 401 Sand Co., LLC, for a sand mine, to be located off Doc Brown Rd. The property is identified by the Hoke County Tax Records as PIN 494660001030 (36 acres).

C. Application for Rezoning RZ-10-07 submitted by Thomas Gooden to rezone a tract of property located on Phillipi Church Rd., across from Hendrix Farms Subdivision Section I. The property is identified by the Hoke County Tax Records as PIN 494640001208 (64.4 acres), from RA-20 Residential-Agricultural District to R-8 Residential District.

All interested citizens are invited to attend this hearing and be heard. Changes may be made in the advertised proposal, which reflect information presented at the hearing. The above listed items may be viewed in the Planning Department, 423 E. Central Avenue, Raeford, NC. Conrad Garrison, Planner 6-7C

CREDITOR'S NOTICE

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF LOTTIE BELL BELLAMY WILLIAMS 10-E-60

All persons, firms and corporations having claims against Lottie Bell Bellamy Williams, deceased, are hereby notified to exhibit them to Brenda Faye Bellamy, Administratrix of the decedent at 927 Posey Farm Rd., Raeford, North Carolina 28376 on or before the 16th day of August, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Administratrix.

This the 28th day of April, 2010. Brenda Faye Bellamy, Administratrix of the Estate of Lottie B. Bellamy Williams 927 Posey Farm Rd. Raeford, North Carolina 28376 7-10P

NOTICE OF FORECLOSURE SALE

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Shawn J. Cline, to First National Investor Services, Inc., Trustee for First National Bank and Trust Company (now Community One Bank, NA), dated the 12th day of July, 2006, and recorded in Book 722, Page 860, Hoke County Registry, in the principal amount of \$48,900.00, default having been made in the payment of the note thereby secured by the said Deed of Trust and the undersigned Frank C. Thigpen, acting as Substitute 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, in the City of Raeford, Hoke County, North Carolina at 10:00 a.m. on the 6th MAY OF MAY 2010, and will sell to the highest bidder for cash the following real estate more particularly described as follows:

Being all of Lot 6, containing 20,525 square feet, more or less, as shown on that certain map or plat entitled "Property of Jacob D. Thacker, Quewhiffle Township, Hoke County, North Carolina," dated Jan-Feb 1990 and prepared by J.P. McMillian, Jr. RES#826 and recorded in Slide 273, Map 4, Hoke County Registry, and being incorporated herein as if fully set forth herein.

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 NCGS 7A-308 (a)(1).

Notice is hereby given that the sale may be held up to one (1) hour after the posted time.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Substitute 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 Substitute Trustee or the holder of the note 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 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.

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

This the 5th day of April, 2010. Frank C. Thigpen, Substitute Trustee Thigpen & Jenkins, LLP 300 Pinehurst Avenue Southern Pines, NC 28387 910-693-3741 6-7C

AMENDED NOTICE OF FORECLOSURE SALE

09 SP 281 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Lavern Townsend, Married, Acting As A Free Trader and Le Marr Townsend, Unmarried, to Joel S Jenkins, Jr., Trustee(s), which was dated March 31, 2008 and recorded on April 4, 2008 in Book 00802 at Page 0284, 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:

Being all of Lot 76, in a subdivision known as Potters Ridge, Phase Two, according to a plat of the same being duly recorded in Plat Cabinet 3, Slide 3-48, Map 8, Hoke County Registry, North Carolina.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 301 Gatsby Drive, Raeford, NC 28376. 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, 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 Lavern Townsend and Le Marr Townsend. 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. 09-21846-FC01, 690787 7-8C

AMENDED NOTICE OF FORECLOSURE SALE

08 SP 65 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Charles E. Fairs aka Charles Fairs, a single man to First American Title Insurance Company Trustee(s), which was dated February 15, 2006 and recorded on February 22, 2006 in Book 00703 at Page 0627, 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 4, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

All that certain lot or parcel of land situated in the City of Raeford, Mclaughlin Township, Hoke County, North Carolina and more particularly described as follows: Being all of Lot 4 Stoneridge, Section 1, according to the plat of same duly recorded in Plat Cabinet 2, Plat Slide 2-14, Map 6, Hoke County Registry. Parcel# 494560201006

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 153 Cavalier Drive, Raeford, NC 28376. 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, 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 Charles E. Fairs. 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. 08-03309-FC01, 687776 6-7C

NOTICE OF SALE

IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 10sp70

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ELISSA J. BYLOFF AND WILLIAM B. BYLOFF DATED DECEMBER 4, 2006 AND RECORDED IN BOOK 742 AT PAGE 578 IN THE HOKE COUNTY PUBLIC REGISTRY, NORTH CAROLINA

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at 11:30 AM on April 30, 2010 the following described real estate and any other improvements which may be situated thereon, in Hoke County, North Carolina, and being more particularly described as follows:

Being all of Lot Number 3, in a Subdivision known as Revision of Cobble Ridge, and the same being duly recorded in Slide 388, Map 001, Hoke County Registry, North Carolina.

And Being more commonly known as: 155 Drew St, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Elissa J. Byloff and William B. Byloff.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at, or relating to the property being offered for sale. This sale is made subject to all prior liens, unpaid 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 Kevin S. Crice and wife, Jessica M. Crice. 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.

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

The date of this Notice is April 9, 2010. Grady Ingle Substitute Trustee 8520 Cliff Cameron Drive, Suite 300 Charlotte, NC 28269 (704) 333-8107 http://shapiroattorneys.com/nc/10-001993 6-7C

AMENDED NOTICE OF FORECLOSURE SALE

09 SP 216 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Kevin S Crice, and wife, Jessica M. Crice to H. Terry Hutchens, Trustee(s), which was dated October 31, 2006 and recorded on November 9, 2006 in Book 00738 at Page 0288, 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 4, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Hoke County, North Carolina, to wit:

Being all of Lot NO.21, in a subdivision known as Ridgeview, according to a plat of the same duly recorded in Plat Cabinet 3, Slide 3-42, Map 001 and 002, Hoke County Registry, North Carolina. This conveyance is made subject to restrictive covenants, easements, and rights-of-way of record.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 222 Rocky Mountain Drive, Raeford, NC 28376. 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, 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 Kevin S. Crice and wife, Jessica M. Crice. 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. 09-02312-FC02, 687775 6-7C

CREDITOR'S NOTICE

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF HORACE WAYNE ROWELL 10 E 55

All persons, firms and corporations having claims against Horace Wayne Rowell, deceased, are hereby notified to exhibit them to Duncan B. McFadyen III as Executor of the estate of the decedent at 112 East Edinborough Avenue, Raeford, North Carolina 28376 on or before the 16th day of August, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 28th day of April, 2010. Duncan B. McFadyen III, Executor of the Estate of Horace Wayne Rowell

Willcox, McFadyen, Fields & Sutherland Attorneys At Law 112 E. Edinborough Avenue Raeford, North Carolina 28376 7-10C

CREDITOR'S NOTICE

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF JAMES WASHINGTON 10 E 58

All persons, firms and corporations having claims against James Washington, deceased, are hereby notified to exhibit them to Ms. Emily Bettis Washington and Anita Ann Washington as co-Administratrixes of the estate of the decedent at 523 East 5th Avenue, Raeford, North Carolina 28376 on or before the 16th day of August, 2010, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named co-Administratrixes.

This the 28th day of April, 2010. Emily Bettis Washington and Anita Ann Washington, co-Administratrixes

of the Estate of James Washington 523 East 5th Avenue Raeford, North Carolina 28376 Willcox, McFadyen, Fields & Sutherland Attorneys At Law 112 E. Edinborough Avenue Raeford, North Carolina 28376 7-10C