

# LEGAL ADVERTISING

**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

**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.

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

**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

**NOTICE OF SERVICE OF PROCESS BY PUBLICATION ON ROSE M. HAYNES**  
BEC M6048594  
NORTH CAROLINA  
HOKE COUNTY  
IN THE GENERAL COURT  
OF JUSTICE

DISTRICT COURT DIVISION  
FILE NO: 10 CVD 11  
FIRST FEDERAL SAVINGS  
AND LOAN  
ASSOCIATION OF  
CHARLESTON, Plaintiff vs.  
ROSE M. HAYNES, Defendant  
TO: Rose M. Haynes  
605 Pointer Place  
Raeford NC 28376

Take notice that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is as follows:

1. Judgment for the sum of \$15,792.02, plus contract interest accruing at 10.00% per annum from December 3, 2009, until the date of judgment, and interest thereafter in such amount as may be awarded by this Court;

2. Judgment for Plaintiff's reasonable attorney fees of \$2,368.80.

3. Judgment for Plaintiff's costs.

4. All other relief to which Plaintiff is entitled.

You are required to make defense to such pleading no later than June 15, 2010 and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

This 20th day of April, 2010.  
Jeff D. Rogers  
of SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS, LLP  
PO Box 26268  
Raleigh, N.C. 27611-6268  
(919) 250-2000  
\*\*\*This communication is from a debt collector. The purpose of this communication is to collect a debt. 8-10C

**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**  
10 SP 83  
NORTH CAROLINA,  
HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ronald Keith Mc Swain, single to Loan Guaranty Officer, M.D. Parker Trustee(s), which was dated April 3, 1998 and recorded on April 3, 1998 in Book 388 at Page 820, 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 18, 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:

PIN 9444-06-01-056 BEING all of Lot 23, Oakton Subdivision, Section One, Plat Book 339, Page 6, Hoke County Registry. Together with improvements located thereon: said property being located at 213 Oaktree Drive, Raeford, North Carolina. Being the same property described in that Deed recorded in 0370, Page 0118, Office of the Register of Deeds, Hoke County, NC.

Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 213 Oaktree 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, 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 Ronald Keith Mc Swain. 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. 10-05604-FC01, 695426  
8-9C

**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 Levern 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, 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 Levern 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

**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,  
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Wilmington, NC 28403  
PHONE: (910) 392-4988  
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File No. 09-05167-FC01, 692823  
7-8 C

LEGAL DEADLINE:  
NOON FRIDAY  
PRIOR TO  
PUBLICATION DATE

E-mail legals to: robin@thenews-journal.com