

LEGAL ADVERTISING

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 77

Pursuant to the power and authority contained in the Deed of Trust and Security Agreement from Janet Hollingsworth to P. E. Makia (the "Original Trustee") for the benefit of InterBay Funding, LLC recorded in Book 637, Page 288 of the Hoke County Public Registry, as re-recorded in Book 869, Page 835 (the "Deed of Trust"), the undersigned Substitute Trustee, will sell at public auction, to the highest bidder for cash, the real property described as follows, together with all rights, privileges and appurtenances thereto (the "Real Property"), and the personal property described in the Deed of Trust (the "Goods," and together with the Real Property, the "Property"):

Being all of Lot No. 13, in a subdivision known as Ballard Farms, according to a Plat of the same duly recorded in Book of Plats 7, Page 73, Slide 171, Hoke County Registry, North Carolina.

The record owner of the Property as reflected by the records of the Register of Deeds of Hoke County not more than ten (10) days prior to

the posting of this Notice was Janet Hollingsworth.

The Property will be sold subject to any and all superior mortgages, deeds of trust and liens, including, without limitation, the lien of unpaid taxes and assessments, easements, conditions, restrictions and matters of record.

The Property will be sold "AS IS, WHERE IS." Neither the Substitute Trustee nor the holder of the Note secured by the Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed.

Pursuant to North Carolina General Statutes Sections 45-21.10, any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit in an amount not to exceed the greater of five percent (5%) of the amount bid or Seven Hundred Fifty Dollars (\$750.00). 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 Sections 45-21.30(d) and (e).

In addition to the purchase price so bid any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale, including fees and costs of the Substitute Trustee incurred after the date of sale.

The sale will be held open for ten (10) days for upset bids as by law required.
DATE OF SALE: THURSDAY, MAY 13, 2010
HOUR OF SALE: 11:30 a.m.
PLACE OF SALE: Hoke County Courthouse, 304 North Main Street, Raeford, NC
This is the 15th day of April, 2010.
Jim Wade Goodman, Substitute Trustee
McCoy Wiggins Cleveland & O'Connor, PLLC
Post Office Box 87009
Fayetteville, North Carolina 28304-7009
Telephone: (910) 483-8104
7-8C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 10sp85

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY SAMUEL K. MAKANANI DATED DECEMBER 2, 1993 AND RECORDED IN BOOK 313 AT PAGE 385 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 May 18, 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 12 in a Subdivision known as Oak Park according to Slide of same duly recorded in Slide 338, Map 4 Hoke County Registry, North Carolina.

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

And Being more commonly known as: 106 Rosewood Ct, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Samuel K. Makanani.

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. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is made subject to all prior liens and encumbrances, and unpaid taxes and assessments including but not limited to any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale. This sale will be held open ten days for upset bids as required by law. Following the expiration of the statutory upset period, all remaining amounts are IMMEDIATELY DUE AND OWING. Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale.

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 28, 2010.
10-002395
Grady Ingle
Substitute Trustee
8520 Cliff Cameron Drive, Suite 300
Charlotte, NC 28269
(704) 333-8107
<http://shapiroattorneys.com/nc/>
8-9C

AMENDED NOTICE OF FORECLOSURE SALE 09 SP 213 NORTH CAROLINA, HOKE COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Ruth Marie Lilly an unmarried individual and Tony T Foley Jr an unmarried individual by Ruth Marie Lilly aka Ruth M Lilly as attorney-in-fact to William R Echols Trustee(s), which was dated October 22, 2007 and recorded on October 25, 2007 in Book 00781 at Page 0769, 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:

Being all of Lot 87, in a subdivision known as Planters Walk, Section Two, according to a plat of the same being duly recorded in Plat Cabinet 3, Slide 3-21, 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 295 Americana 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 Ruth Marie Lilly and Tony T. Foley, Jr. 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. 09-16716-FC01, 694079 8-9C

NOTICE OF FORECLOSURE SALE 09 SP 224

NOTICE IS HEREBY GIVEN that the undersigned, by virtue of the power of sale and authority contained in that certain North Carolina Deed of Trust executed and delivered by WINDSOR HOLLAND PROPERTIES, INC. to BB&T COLLATERAL SERVICE CORPORATION, Trustee, dated March 6, 2008 and recorded on March 13, 2008 in Book 799, Page 42, HOKE County Registry in the original principal amount of \$185,000.00 ("Deed of Trust"), default having been made in the payment of the Note thereby secured by said Deed of Trust, and the undersigned having been substituted as Trustee by instrument recorded in the Office of the Register of Deeds of Hoke County, and the holder of the Note secured by said Deed of Trust having directed that the Deed of Trust be foreclosed, and a proper hearing having been held in the office of the Clerk of Superior Court of HOKE County on March 2, 2010 and the Clerk of Superior Court having found that the Trustee may proceed under the Deed of Trust, and in conformity with the Findings and Order thereafter entered by said Clerk of Superior Court upon such hearing, the undersigned Trustee, will offer for sale to the highest bidder for cash at public auction on WEDNESDAY, MAY 18, 2010 at 1:00 p.m. on the steps of the Hoke County Courthouse, 304 North Main Street, Raeford, North Carolina, the following described real property (including all improvements thereon) located in HOKE County, North Carolina and described as follows:

BEING all of Lot 4, Club Pond Estates, according to a plat of the same duly recorded in Plat Cabinet 3, Slide 3-67, Maps 007 and 008, Hoke County Registry, North Carolina.

The above described property will be sold, transferred and conveyed "AS IS, WHERE IS" subject to all prior deed of trust, mortgages, liens, restrictions, easements of record, recorded releases, restrictive covenants, and other encumbrances of record, if any, and to all unpaid taxes and all special assessments.

This sale may be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has expired. Neither the Trustee nor the holder of the Note secured by said Deed of Trust 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 conditions expressly are disclaimed.

The record owners of the property as reflected on the records of the HOKE County Register of Deeds' office not more than ten (10) days prior to the date hereof is WINDSOR HOLLAND PROPERTIES, INC.

Pursuant to North Carolina General Statute 45-21.10(b), any successful bidder will be required to deposit with the Trustee immediately upon conclusion of the sale a cash deposit not to exceed the greater of Five Percent (5%) of the bid amount or Seven Hundred Fifty Dollars (\$750.00). The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Trustee shall convey title to the properties by nonwarranty deed, without any covenants or warranties, expressed or implied. Should said successful bidder fail to pay the full balance of the purchase price so bid at the time, he/she shall remain liable on his/her bid as provided for in North Carolina General Statute 45-21.30 (d) and (e).

The sale will be reported to the court and will remain open for advance or upset bids for a period of ten (10) days as required by law.

Upon completion 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 HOKE County Clerk of Superior Court. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving this notice of sale, terminate the rental agreement upon ten (10) days' written notice to the landlord, but shall be liable for rent due under any such rental agreement prorated to the effective date of termination.
Dated: April 22, 2010.
Jim Wade Goodman, Substitute Trustee
McCoy Wiggins Cleveland & O'Connor PLLC
Post Office Box 87009
Fayetteville, NC 28304-7009
(910) 483-8104
8-9C

NOTICE OF FORECLOSURE SALE STATE OF NORTH CAROLINA COUNTY OF HOKE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK 10 SP 75

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM MSZ INVESTMENTS, LLC, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED SEPTEMBER 16, 2004 RECORDED IN BOOK 641, PAGE 123, HOKE COUNTY

REGISTRY

Pursuant to an order entered April 13, 2010, in the Superior Court for Hoke County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash, AT THE COURTHOUSE DOOR IN RAEFORD, HOKE COUNTY, NORTH CAROLINA ON MAY 14, 2010, 1:30 PM

the real estate and the improvements thereon encumbered by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Hoke County, North Carolina, and being more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE TOWNSHIP OF MCLAUGHLIN, COUNTY OF HOKE, STATE OF NORTH CAROLINA, AND KNOWN AS: BEING LOT NUMBER 145, IN MCDUGALD DOWNS, SECTION EIGHT AS SHOWN IN THE RECORDED PLAT MAP THEREOF IN SLIDE 358 MAPS 7 AND 8 OF HOKE COUNTY RECORDS.

Permanent Parcel Number: 9467-03-01-307

MSZ INVESTMENTS, LLC
2505 DANAHEY DRIVE,
RAEFORD NC 28376

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owner of the real property not more than ten days prior to the date hereof is MSZ Investments, LLC.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by nonwarranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid (ad valorem) taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of 120 days following the date when the final upset bid period has run.

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$.45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A-308(a)(1) of the North Carolina General Statutes. If the purchaser of the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

To the extent this sale involves residential property with less than fifteen (15) rental units, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes 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; and

b. 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 13th day of April, 2010.
SPRULLCO, LTD.
James S. Livermon, III
Vice President
130 S. Franklin Street
P.O. Box 353
Rocky Mount, NC 27802
(252) 972-7051
BBT001-00000547
8-9C