

LEGAL ADVERTISING

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF EVELYN EDWARDS FIELDS 11 E 72

All persons, firms and corporations having claims against Evelyn Edwards Fields, deceased, are hereby notified to exhibit them to Keith Allen Fields, Executor of the estate of the decedent at 509 W. 5th Ave., Raeford, NC 28376 on or before the 18th day of July, 2011, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named Executor.

This the 4th day of April, 2011. Keith Allen Fields, Executor of the Estate of Evelyn Edwards Fields
509 W. 5th Ave.
Raeford, NC 28376
4-7P

CREDITOR'S NOTICE IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK IN THE MATTER OF THE ESTATE OF LIVINGSTON LEROY LYONS 11 E 59

All persons, firms and corporations having claims against Livingston Leroy Lyons, deceased, are hereby notified to exhibit them to Ivan A. Lyons, Larry G. Bonner and Brison A. Lyons, Sr. as co-Administrators of the estate of the decedent at 20595 N.C. Highway 410 South, Bladenboro, North Carolina 28320 on or before the 15th day of July, 2011, or be barred from their recovery. Debtors of the decedent are asked to make immediate payment to the above named co-Administrators.

This the 6th day of April, 2011. Ivan A. Lyons, Larry G. Bonner and Brison A. Lyons, Sr., co-Administrators of the Estate of Livingston Leroy Lyons
Willcox, McFadyen, Fields & Sutherland
Attorneys At Law
112 E. Edinborough Avenue
Raeford, North Carolina 28376
4-7C

AMENDED NOTICE OF FORECLOSURE SALE 11-SP-33

Under and by virtue of the power of sale contained in a certain Deed of Trust made by BILLY G. STARKS AND PAULINE D. STARKS to PHILIP E. GREER, Trustee(s), dated the 2ND day of MAY, 2005 and recorded in BOOK 668, PAGE 483, 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, ANDERSON & STRICKLAND, P.A., 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 at 12:00 NOON ON APRIL 25TH, 2011, 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 232, in a subdivision known as McDougall Downs, Section Nine, Part Four, according to a plat of same duly recorded in Plat Cabinet 2, Slide 2-35, Map 4, Hoke County Registry, North Carolina

Said property being located at: 2917 Donegal Drive, Raeford, NC 28376

PRESENT RECORD OWNER BEING: BILLY G. STARKS AND PAULINE G. STARKS

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. 45-21.23.

Also, this property is being,

sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases.

Should the property be purchased by a third party, that person must pay the statutory final assessment fee of forty-five cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. 7A-308 (a) (1), and any applicable county and/or state land transfer tax and/or revenue tax.

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 of the purchase price so bid, at that time he shall remain liable on his bid as provided for in N.C.G.S. 45-21.30(d) and (e).

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 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.

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.

That an Order for possession of the property may be issued pursuant to N.C.G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession of 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.

This the 28th day of March, 2011. Michael W. Strickland, as Attorney for and President of ANDERSON & STRICKLAND, P.A., Substitute Trustee
210 East Russell Street, Suite 104 Fayetteville, North Carolina 28301
(910) 483-3300
5-6C

AMENDED NOTICE OF FORECLOSURE SALE 11-SP-34

Under and by virtue of the power of sale contained in a certain Deed of Trust made by BILLY STARKS AKA BILLY C. STARKS, SR. AND PAULINE STARKS to PHILIP E. CREER, Trustee(s), dated the 26th day of JANUARY, 2006 and recorded in BOOK 701, PACE 891, 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, ANDERSON & STRICKLAND, P.A., 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 at 12:00 NOON ON APRIL 25TH, 2011, 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 35, WOODLAND, SECTION FOUR, according to a plat of same duly recorded in Plat Cabinet 2, Slide 57-3, Hoke County Registry, North Carolina

Said property being located at: 106 Columbia Drive, Raeford, NC 28376

PRESENT RECORD OWNER BEING: BILLY G. STARKS, SR. AND PAULINE D. STARKS

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. 45-21.23.

Also, this property is being sold subject to all taxes, special assessments, and prior liens or encumbrances of record and any recorded releases.

Should the property be purchased by a third party, that person must pay the statutory final assessment fee of forty-five cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. 7A-308 (a) (1), and any applicable county and/or state land transfer tax and/or revenue tax.

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 of the purchase price so bid, at that time he shall remain liable on his bid as provided for in N.C.G.S. 45-21.30(d) and (e).

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 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.

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.

That an Order for possession of the property may be issued pursuant to N.C.G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession of 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.

This the 28th day of March, 2011. Michael W. Strickland, as Attorney for and President of ANDERSON & STRICKLAND, P.A., Substitute Trustee
210 East Russell Street, Suite 104 Fayetteville, North Carolina 28301
(910) 483-3300
5-6C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 10 SP 211

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY LOUISE K. THOMAS DATED AUGUST 20, 2001 AND RECORDED IN BOOK 477 AT PAGE 415 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 25, 2011 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:

Beginning at an iron corner by a large tree, either a corner of or in the Myrtle Holmes Line, and being 100 N. 58-50 E from the northeast corner of the lot sold from J.K. McNeill and wife Buelah L. McNeill to Hattie McRae, as described in Book 92 Page 556 of the Hoke County Public Registry, and runs thence as the Scott McNeill line S 28 E 191 feet to an iron corner in the north edge of the Turnpike Road; thence as and with the north edge of said road S 61-15 W 100 feet to corner of the property from which this lot is taken; thence a new line N 28 W 185.2 feet to the said northeast corner of the Hattie McRae lot; thence as and with the Myrtle Holmes lot N 58-50 E 100 feet to the beginning, and being according to a map and survey made by J.H. Blue, Registered Surveyor, for J.K. McNeill, Sr., of his Silver Springs property.

And Being more commonly known as: 310 Turnpike Rd, Raeford, NC 28376

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

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 March 23, 2011.

Grady I. Ingle Or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400_Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/10-006397
5-6C

AMENDED NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE OF REAL PROPERTY 9502

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by Frantz Andre, dated June 6, 2006 and recorded on June 6, 2006, in Book No. 00717, at Page 0627 in the Office of the Register of Deeds of Hoke County, North Carolina; and because of default in the payment of the indebtedness secured thereby and failure to carry out and perform the stipulations and agreements contained therein and, pursuant to demand of the holder of the indebtedness secured by said Deed of Trust, the undersigned Substitute Trustee will place for sale, at public auction, to the highest bidder for cash at the usual place of sale at Hoke County Courthouse, Raeford, North Carolina on April 14, 2011 at 10:00 AM that parcel of land, including improvements thereon, situated, lying and being in the City of Raeford, County of Hoke, State of North Carolina, and being more particularly described in the above referenced Deed of Trust.

Address of property: 916 Johnson Street, Raeford, NC 28376

Tax Parcel ID: 694351801070
Present Record Owners: Frantz Andre

The terms of the sale are that the real property hereinbefore described will be sold for cash to the highest bidder. 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. In the event that the Owner and Holder or its intended assignee is exempt from paying the same, the successful bidder shall be required to pay revenue stamps on the Trustee's Deed, and any Land Transfer Tax.

The real property hereinabove described is being offered for sale "AS IS, WHERE IS" and will be sold subject to all superior liens, unpaid taxes, and special assessments. Other conditions will be announced at the sale. The sale will be held open for ten (10) days for upset bids as by law required.

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 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 its sole discretion, if it believes the challenge to have merit, may declare the sale to be void and return the deposit. The purchaser will have no further remedy.

Additional Notice Where the Real Property is Residential 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 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.

Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to Title VII of 5.896 - Protecting Tenants at Foreclosure Act which became effective on May 20, 2009.

David A. Simpson, P.C., Substitute Trustee
Attorney at Law
Rogers Townsend & Thomas, PC
Attorneys for David A. Simpson, P.C., Substitute Trustee
2550 West Tyvola Road
Suite 520
Charlotte, NC 28217
(704) 697-5809
4-5C

NOTICE OF SALE IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION HOKE COUNTY 11sp56

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY JOSEPH S. LIBECCI AND COLLEEN LIBECCI DATED NOVEMBER 13, 2009 AND RECORDED IN BOOK 88 AT PAGE 435 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 12:00 PM on April 19, 2011 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 685 in a subdivision known as The Maples at Westgate, Section 1, Part 2 and the same being duly recorded in Plat Cabinet 3, Slide 3-72 Map 3 in the Hoke County Registry North Carolina.

And Being more commonly known as: 289 Audubon Dr, Raeford, NC 28376

The record owner(s) of the property, as reflected on the records of the Register of Deeds, is/are Joseph S. Libecchi and Colleen Libecchi.

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 March 29, 2011.

Grady I. Ingle Or Elizabeth B. Ells
Substitute Trustee
10130 Perimeter Parkway, Suite 400_Charlotte, NC 28216
(704) 333-8107
http://shapiroattorneys.com/nc/10-011903
4-5C