

Classified Ads

of land conveyed to Dennis Keith Bryant and wife Lisa Garris Bryant, tenants by the entirety from Doris E. Garris, single, by that deed dated 1-18-95 and recorded 1-23-95 in Deed Book 1156, Page 2318 of the Cleveland County, NC Public Registry. 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 Andrea Leslie Fite. 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 non-warranty 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 Commission 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 9th day of September, 2008.

POYNER & SPRUILL LLP
James S. Livermon, III, Esq. N.C. Bar No. 26492
Attorneys for Spruillco, Ltd.
130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 Telephone: (252) 972-7067 KMH3142 (1:21,28)

AMENDED Notice of Foreclosure Sale
NORTH CAROLINA 07-SP-645 FR# 200701292
Cleveland County Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Kevin J. Mertz and Sharon B. Mertz to Jeffrey M. Ruben, Trustee(s), dated January 10, 2004, and recorded February 10, 2004, in Book 1404, on Page 224, Cleveland County Public Registry and a Modification Agreement Dated 04/19/2005, Recorded 12/15/2005, as Instrument No. Book 1472, Page 1851, the undersigned Substitute Trustee de-

clares as follows: There is a default by the Owner or other person(s) owing an obligation, the performance of which is secured by said Deed of Trust, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision; and the undersigned, on behalf of Frances S. White or John W. Fletcher III NC Bar # 15503, either one of whom may act, having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds of Cleveland County, North Carolina, and the Owner and Holder of the Note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustees will offer for sale at the Courthouse door or other usual and customary location as designated by the Clerk's Office on February 4, 2009, at 11:00 am, and will sell to the highest bidder for cash the real property secured by the above-described Deed of Trust recorded February 10, 2004 in Book 1404, on Page 224, situated in Cleveland County, North Carolina, as more particularly described therein, which legal description is made a part hereof and incorporated herein by reference as if fully set forth herein. Said property as shown on the above-described Deed of Trust is commonly known as 121 Plato Lee Road, Shelby, North Carolina

28150. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property within 10 days of the posting of this notice is/are Kevin J. Mertz and Sharon B. Mertz. In the event the property which is the subject of this Notice of Sale is residential real property with less than fifteen (15) rental units, 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 by the 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 the notice of sale, terminate the rental agreement upon ten (10) days' notice to the landlord. The tenant is liable for rent due under the rental agreement prorated to the effective date of termination. Third party purchasers must pay the excise tax, and the court costs of forty-five cents (45¢) per one hundred dollars (\$100.00), up to a maximum of \$500.00. A cash deposit (cashier's check or certified funds, 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 of the remaining amounts are immediately

due and owing. Should the foreclosure action be dismissed or any portion have to be redone for any reason, the bid deposit will be returned to the third party bidder and no other remedies will be ascertainable. The third party bidder acts upon their own risk if they expend any funds in favor of the foreclosed property prior to the receipt of a deed from the Substitute Trustee. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. 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, and encumbrances of record. Dated: January 2, 2009
Frances S. White or John W. Fletcher III NC Bar # 15503, either one of whom may act, Substitute Trustee P.O. Box 30368 Charlotte, NC 28230-0368 (704) 909-5656 TAC: 818704N PUB: 1/22 1/29 KMH3143 (1:21,28)

Register of Deeds in Deed of Trust Book 1522, at Page 1275. The record owner of such property, as reflected on the records of the Register of Deeds not more than ten (10) days prior to posting this Notice of Sale, if not the original mortgagors, is: N/A
The property will be sold by the Substitute Trustee at 1:00 p.m. on the 11th day of February, 2009 at the courthouse door in the City of Shelby, North Carolina. The real property to be sold is generally described as Lot #3 Autumn Woods Drive, Kings Mountain, NC 28086 and described as follows:
Being all of Lot No. 3 of Autumn Woods East, Phase 1 as shown on a plat as recorded in Plat Book 29, Page 111 of the Cleveland County Registry and reference is hereby made to said plats for a full metes and bounds description as if fully set out herein.
TITLE REFERENCE: See Deed at Book 1469, Page 1977 of the Cleveland County Registry.
The above property is subject to those restrictions of record as recorded in Book 1477, Page 2066 and Book 1501, Page 2343 of the Cleveland County Registry.
Any property described in the Deed of Trust which is not being offered for sale is described as follows: n/a
Any buildings located on the above-described property are also included in the sale.
The property will be sold by the Substitute Trustee to the highest bidder for CASH. The highest bidder will be required to deposit IN CASH with the Substitute Trustee at the date and time of the sale the greater of five percent (5.0%) of the amount of the bid or Seven Hundred Fifty and no/100 Dollars (\$750.00). All bidders bid for the property AS IS on the date of sale. Absolutely no warranties are made as to the condition, value or title of the property. While the Substitute Trustee believes the title to be good, all bidders are advised that they should obtain independent counsel to examine record title as the property is sold subject to prior record interests. The Noteholder has reserved the right to withdraw the sale up to and until the Deed is delivered by the Substitute Trustee.

The property will be sold subject to all unpaid taxes and special assessments. The property, being sold is all of that property described in the Deed of Trust except as specifically set forth above. It is the intention to extinguish any and all rights or interests in the property subordinate to the Deed of Trust.
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.
THIS the 13th day of January, 2009.
Raintree Realty & Construction, Inc., A. Robert York, Substitute Trustee, PO Box 8942, Asheville, NC 28814. (828)253-9063. KMH3144 (1:28, 2:04)

STATE OF NORTH CAROLINA
GASTON COUNTY IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO.: 09-E-86
EXECUTOR NOTICE
Having qualified on the 20th day of January, 2009 as Executrix of the Estate of LOUISE RAY SCHRUM deceased, late of Gaston County, North Carolina, this is to notify all persons, firms and corporations having claims against decedent to exhibit the same to the undersigned Brenda S. McNeely, Executrix on or before the 23th day of April, 2009, or this notice will be pleaded in bar of their recover. All persons, firms and corporations indebted to the estate should make immediate payment. This the 28th day of January, 2009.
Brenda S. McNeely, Executrix
1729 Cherryville Hwy
Cherryville, NC 28021

All real estate advertising in this newspaper is subject to the Federal Housing Act of 1968 which makes it illegal to advertise any preference, limitation, or discrimination based on race, color, religion, sex or national origin or an intention to make such preference, limitation or discrimination. This also includes the 1988 amendment to the Civil Rights Act of 1968 which makes the following in effect: Familial Status- this makes discrimination against families with children against the law in all housing covered by the Civil Rights Act of 1968. Handicap-Discrimination against persons because of a person residing in or intending to reside in a dwelling is prohibited. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings that are advertised in this newspaper are available on an equal opportunity basis.

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