

Classified Ads

Estate of LOUISE RAY SCHRUM CE1513 (1:28, 2:04,2:11,18)

STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE COUNTY OF CLEVELAND SUPERIOR COURT DIVISION 08 CVS 2125 JP MORGAN CHANCE BANK NA SUCCESSOR BY) MERGER WITH BANK ONE, (Plaintiff), vs.

CHARLES L. CARROLL and wife, DAWN T. CARROLL, Defendants. NOTICE OF SERVICE OF PROCESS BY PUBLICATION To: Charles L. Carroll and Dawn T. Carroll 413 Long Beach Road Kings Mountain, North Carolina 28086

Take notice that a Complaint for Declaratory Judgment and Judicial Foreclosure seeking relief against you has been filed in the above entitled civil action.

The nature of the relief being sought is as follows:

(a) That this Court enter an Order reforming the Deed of Trust by correcting the legal description, with such Order being recorded in the Cleveland County Registry referencing the Deed of Trust at Book 1272, Page 1221, and having the corrected legal description read as follows: TRACT NO. 1: SITUATED ON THE EAST SIDE OF DEAL STREET IN THE TOWN OF KINGS MOUNTAIN, N.C. AND BEGINNING AT A STAKE IN EDGE

OF SAID STREET, BOYCE GAULT'S CORNER, WHICH CORNER IS 78 FEET SOUTH FROM THE INTERSECTION OF DEAL AND RIDGE STREETS AND RUNS THENCE WITH BOYCE GAULT'S CORNER; THENCE WITH HIS LINE N. 78 FEET TO A STAKE IN THE SOUTHERN EDGE OF RIDGE STREET; THENCE WITH RIDGE STREET E. 65 FEET TO A STAKE, J.W. WEBSTER'S CORNER; THENCE WITH STAKE, A NEW CORNER; THENCE A NEW LINE W. 267 1/2 FEET TO A STAKE IN THE EASTERN EDGE OF DEAL STREET; THENCE WITH DEAL STREET N. 6 FEET TO THE BEGINNING AND BEING A PART OF LOTS 21, 17, AND 18 OF MRS. JUDY JULIAN'S PROPERTY AS WILL APPEAR ON A PLAT NOW ON RECORD IN THE REGISTER OF DEEDS OFFICE FOR CLEVELAND COUNTY IN PLAT BOOK 1 AT PAGE 12. TRACT NO. 2: SITUATED ON THE EAST SIDE OF DEAL STREET IN THE TOWN OF KINGS MOUNTAIN, N.C. BEGINNING AT AN IRON STAKE, AT A POINT IN THE EDGE OF SAID DEAL STREET SOUTH OF THE INTERSECTION, AND RUNS THENCE ALONG AND WITH DEAL STREET NORTH 78 FEET TO THE INTERSECTION OF DEAL AND RIDGE STREETS; THENCE

ALONG AND WITH RIDGE STREET EAST 301 FEET TO AN IRON STAKE; THENCE SOUTH 73 FEET TO AN IRON STAKE, CORNERING IN THE HOME LOT OF R.J. BENNETT; THENCE A NEW LINE WEST 201 FEET TO AN IRON STAKE, THE BEGINNING CORNER IN THE EDGE OF DEAL STREET. SAID LOT COVERING LOT #19, AND THE NORTHERN PORTION OF LOT NO. 20 AND 23, FEET OF THE WESTERN END OF LOT 18 AS SHOWN ON A MAP OR PLAT MADE BY A.P. PALLS, SURVEYOR FOR MRS. LUCY JULIAN, AS WILL APPEAR ON RECORD IN BOOK OF PLATS #1 AND AT PAGE 12, IN THE REGISTER OF DEEDS FOR CLEVELAND COUNTY, N.C. DEED TO A PORTION OF THE ABOVE DESCRIBED PROPERTY HERETOFORE EXECUTED BETWEEN THE PARTIES SEE BOOK 4-K AT PAGE 262. (b) That the Court declare that the Deed of Trust is a valid and enforceable lien upon the Property described in both Warranty Deed No. 1 and Warranty Deed No. 2 with priority over all other lien and ownership interests from the original date of recording of the Deed of Trust, which was May 25, 2000 at 9:45 AM or, in the alternative, that the Court enter an Order declaring that Chase Bank holds an equitable lien upon the Property described in both Warranty

Deed No. 1 and Warranty Deed No. 2 and that said equitable lien has priority over all other liens, encumbrances and interests in the Property described in both Warranty Deed No. 1 and Warranty Deed No. 2 as of the original date of recording of the Deed of Trust, which was May 25, 2000 at 9:45 AM; (c) That the Court issue a judgment declaring that Defendants Mr. and Ms. Carroll defaulted and remains in default under the terms of this Note and Deed of Trust by failing to make scheduled monthly payments of principal and interest; (d) That the Court declare that Plaintiff Chase Bank holds a first priority security interest in the Property described in both Warranty Deed No. 1 and Warranty Deed No. 2; (e) That the Court issue a judgment declaring that the Plaintiff is entitled to foreclose on the Property described in both Warranty Deed No. 1 and Warranty Deed No. 2 pursuant to the terms of its Deed of Trust (or, in the alternative, its equitable lien), assuming all contractual pre-requisites have been satisfied; (f) That the Court issue a judgment declaring that such a foreclosure on the Property would be pursuant to the terms of this Deed of Trust and therefore is a proper remedy; (g) That the Court issue a judgment declaring that the Plaintiff is entitled to proceed with the aforesaid foreclosure once the original Deed of Trust is reformed;

(h) That the Court issue an Order allowing for a judicial sale of the Property, subject to any prior liens, pursuant to N.C.G.S. §1-339 et seq.; (i) That the Court issue an Order that the Plaintiff, by and through its Substitute Trustee, Nationwide Trustee Services, Inc., as Commissioner, is authorized to conduct a judicial foreclosure sale of the fee interest in the Property, subject to any prior liens, and in accordance with Article 29A, Chapter 1 of the North Carolina General Statutes (Sections 1-339 et seq.); (j) That the Court said judicial foreclosure sale of the Property shall take place at a public auction to the highest bidder at the Cleveland County Courthouse, North Carolina, with a deposit of cash or certified funds upon the close of the bidding in the amount of ten percent of the final bid; (k) That after the judicial foreclosure has been finalized and completed pursuant to North Carolina law, that the Court issue an order allowing for the highest bidder at the foreclosure sale to apply for a Writ of Possession and after said application has been filed and the statutory ten day period has elapsed, that a Writ of Possession be granted to the highest bidder at the foreclosure sale and such other and further relief as the Court. You are required to make defense to such pleading not later than forty (40) days from the first date of publication of this notice, January

28th 2009 and upon your failure to do so the plaintiff will apply to the court for the relief sought. This, the 28th day of January, 2009. JOHN SON & FREEDMAN, L.L.C. /s/ Andrew Roy Bickwit North Carolina Bar No. 13255 Attorney for Plaintiff 1587 N.E. Expressway Atlanta, Georgia 30329 770) 234-9181 KMH3145 (1:28, 2:04,11) NOTICE OF AUCTION ON UNCLAIMED PROPERTY The Kings Mountain Police Department, pursuant to North Carolina General Statute 15-14.1, intends to sell unclaimed property through the electronic auction process. Following is a list to include a brief description of property to be sold. If you have had property stolen and feel any of this could be your property, you have thirty (30) days from the date of this publication to file claim with the Kings Mountain Police Department. You will need to have proper identification to make such claim. (1)Set of Bodywave Rollers, (1)Curling Iron, (3)Chain Saws, (6) Assorted Movies: Scooby Doo, Stuart Little, Monster's Inc., (1)Female Watch, (1)Compact Disc Radio, (1)DVD/CD Player, (1)CD Player, (1)Drill and Asst. Tools in Bag, (1) Drill Bit Set, (1)Nail gun, (1)Nail gun with Air hose, (1)SawZaw,

(1)Set of Bolt Cutters, (1)Cordless Phone, (1) Electric Typewriter with Case, (7)Assorted CD's, (1)Circuit Board, (1)Fax Modem, (1)Power Supply, (1)Trimmer & Manicure Set, (1)Flashlight and Clip light, (2)Handsfree Cellular Car Kits, (3)Cassette Adapters, (4)Pair Cowhide Gloves, (1)Playstation Memory Card, (1)Xbox with Wireless Controller, (1)Sweatsuit Set, (1)Shirt, (1)Pair of Pants, (1)Skateboard, (2)Push Mowers, (1)MicroScooter. Girl's Bikes: (3)Roadmaster, (1)Next, (6)Huffy, (1)Iriton, (1)Magna, (1)Unknown Name-brand, (1)Murray, (1)Freesport, (1)Dart, (1)Timbertrail, (1)Schwinn. Boy's Bikes: (3)Roadmaster, (1)Roadmaster - Parts Only, (2)Mongoose, (7)Next, (3)X-Games, (1)Kawasaki, (1)Royce Union, (3)Unknown Name-brand, (5)Huffy, (2)Stingray, (1)Magna, (1)Velco, (1)Bronco. KMH3146 (1/28/09)

the current owner(s) of the property within 10 days of the posting of this notice is/are Barry Dale Nodine. 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 assertable. 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 9, 2009 Peter J. Underhill or Frances S. White or Kirsten K. Gallant, either one of whom may act, Substitute Trustee NC Bar No. 6418 P.O. Box 30368 Charlotte, NC 28230-0368 (704) 909-5656 TAC#819787N (PUB:1/28/09, 2/04/09) KMH3146

FREEBIES!

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Simply fill out the form below with one word per box (a telephone number is considered one word) and return it to the Kings Mountain Herald office at 700 E. Gold St., P.O. Box 769, Kings Mountain NC 28086; call 704.739.7496; or e-mail subscribe@kingsmountainherald with the information, from January 14 through February 6.



*Free classifieds are for individual line ads only, no business ads will be accepted. Ads are limited to 30 words and will run for through the Feb. 11 edition unless we are contacted to remove the ad. Publisher reserves the right not to publish any ads deemed inappropriate for our readership.