

KM girls drop two in R-S tournament

By GARY STEWART
Sports Editor

Kings Mountain fell to Gaffney 54-40 Saturday and to Crest 56-53 Monday in the first two rounds of the Lady Hilltopper Holiday Tournament at R-S Central.

Gaffney outscored the Lady Mountaineers 16-4 in the second quarter to roll to a 28-14 halftime lead, and

then outscored the KM ladies 16-6 in the third period to put the game in the bag 54-20 going into the final eight minutes.

Kings Mountain came back to outscore the Lady Indians 20-10 in the fourth quarter to make the final score more respectable.

Brittnee Roberts had another big night on offense with 12 points and six assists. Evan Bragg added 10

points. Tiara McClain had her best all around game of the year with 10 points and eight rebounds, and Caroline Chambers pulled down eight rebounds.

Monday afternoon the Lady Mountaineers and Crest were tied at 23-all at intermission, but the Lady Chargers went on a 20-13 run in the third period and hung on for the win.

Roberts again led the

Mountaineers with 16 points, five rebounds and four assists. Chambers had 14 points, five rebounds, three steals and three assists. Bragg added 10 points. Brook Davis had seven rebounds and McClain added six.

The Lady Mountaineers were scheduled to play Chase in the 7th place game Tuesday afternoon. They return home on January 5 to

host Ashbrook in a Big South 3A game.

SATURDAY GAME

KM (40) - Roberts 12, Bragg 10, McClain 10, Chambers 4, Dimetros 2, Black 2.

Gaffney (54) - Leach 12, Davison 12, Tate 10, Garcher 8, Phillips 6, Morris 2, Davis 2, Lowery 2.

MONDAY GAME

KM (53) - Roberts 16, Chambers 14, Bragg 10, McClain 5, Davis 4, Black 4.

Crest (56) - Degree 18, McWhirter 18, Turner 5, Ross 5, Little 6, Tate 4.

For Kings Mountain sports news...Gary Stewart and The Kings Mountain Herald...your hometown newspaper

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Legals

This 2nd day of December, 2009.

SPRULLCO, LTD.
/s/ James S. Livermon, III
Vice President
130 S. Franklin Street
P.O. Box 353
Rocky Mount, NC 27802
(252) 972-7051

KMH3212
(12:23 & 30/09)

State of North Carolina
In the General Court of Justice
Superior Court Division
County of Cleveland

Before the Clerk
09 SP 654

In the Matter of the Foreclosure of the Deed of Trust Executed by Joann L. Short and Bobby G. Short

NOTICE OF SALE

Executed by, Joann L. Short and Bobby G. Short dated August 24, 2004, and being recorded in Book 1425, Page 2453, of the Cleveland County Register of Deeds. The address of the property is 403 Gillespie Street, Kings Mountain, NC 28086, and the present owner(s) is/are Joann L. Short, Bobby G. Short, and Christina Short Paysour.

UNDER and by virtue of the Power of Sale contained in that certain Deed of Trust described above to John W. Kirkman, Jr., Trustee, the undersigned Trustee will offer for sale at public auction to the highest bidder for cash the property conveyed in said Deed of Trust and more particularly described as follows:

All that certain parcel of land lying and being situated in the County of Cleveland State of NC to-wit: That certain parcel of land with all the buildings and improvements thereof being designated as Lot No. 39 as shown on map of the property of Burlington Mills Corporation (Phenix Mill, No 2 Plant) Kings Mountain, North Carolina dated 4/5/1948 and recorded in Plat Book 5 at Page 46 in the Cleveland County Registry.

The sale will be made subject to any and all superior liens, outstanding and unpaid taxes, and special and municipal assessments.

The purchaser at this sale will be required to make a cash deposit of \$750.00 or to deposit the greater of 5% of the total bid to show good faith, and in the event the successful bidder fails to make such deposit, the property will be immediately resold at the time and place aforesaid.

Time of Sale: December 31, 2009 at 10:30 a.m.
Place of Sale: Cleveland County Courthouse Door
Date of this notice: December 9, 2009

/s/ John W. Kirkman, Jr., Trustee
100 South Elm Street, Suite 410
Greensboro, North Carolina 27401
Telephone: (336) 274-7898

KMH3213
(12:23 & 30/09)

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NORTH CAROLINA CLEVELAND COUNTY**

**BEFORE THE CLERK
09 SP 619**

IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST OF LARRY D. SLYCORD, III, AND WIFE, LYNN B. SLYCORD,

Mortgagors,

to
**SCOTT CLONINGER, Trustee;
WESLEY L. DEATON, Substitute Trustee,
FIRST NATIONAL BANK, Mortgagee.)**

Dated October 1, 2003, recorded in Book 1391, at Page 2307

Securing the original amount of \$127,000.00

NOTICE OF FORECLOSURE SALE

Under and by virtue of the power of sale contained in that certain Deed of Trust executed by LARRY D. SLYCORD, III, AND WIFE, LYNN B. SLYCORD, described above, in the Cleveland County Public Registry; default having been made in the payment of the indebtedness thereby secured and the said Deed of Trust being by the terms thereof subject to foreclosure; and the holder of the indebtedness thereby secured having demanded a foreclosure thereof for the pur-

pose of satisfying said indebtedness; and under and by virtue of an order entered in the within entitled and numbered action by the Clerk of Superior Court of Cleveland County, North Carolina on the 1st day of December, 2009, the undersigned Trustee will offer for sale at public auction to the highest bidder for cash at the Court-house door in Shelby, North Carolina at 12:00 o'clock p.m. on Friday the 8th day of January, 2010, the land conveyed in said deed of trust, the same lying and being in Cleveland County, North Carolina, and being more particularly described as follows:

TRACT NO. 1:

BEGINNING at an iron in the centerline of NCSR 2250 (El Bethel Road), and said beginning point being located 30.40 feet from an iron located on the western right of way of NCSR 2250, and the point of Beginning being the common front corner of Lloyd H. Clark (Deed Book 10-R Page 47 and Deed Book 12-N Page 86), and proceeding thence from said beginning point with the Clark southern property line N.64-30 W. 822.00 feet to a point in the centerline of a creek; thence proceeding with the eastern property line of Clyde H. Randle S. 21-45 W. 160.00 feet to a point on the west bank of the creek; thence S. 64-30-21 W. 823.21 feet to a point in the centerline of NCSR 2250, which point is located 30-08 feet from an iron located on the western right of way of said road; thence proceeding with the centerline of NCSR 2250 N. 21-19 E. 160 feet to the point of Beginning, containing 3.014 acres according to a survey by T. Scott Bankhead, Registered Surveyor, dated July 14, 1997.

TRACT NO. 2:

Being the full contents of Lot 11 of Brantley Bend Subdivision as recorded in Plat Book 18, Page 198 in the Cleveland County Registry, containing 0.551 acres, according to a map or plat of same by Steven E. Shuler, RLS, dated

April 25, 1994.

This sale is made subject to all outstanding and unpaid Cleveland County and any city or town ad valorem property taxes as well as any and all other prior liens, defects and encumbrances involving said property, as well as a Clerk's fee of \$.45 per \$100 on the purchase price.

Notice is further hereby given that the successful bidder will be required to make a cash deposit not to exceed the greater of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00).

Notice is further hereby given that the sale will be conducted pursuant to and subject to all of the provisions of Chapter 45, as amended, of the General Statutes of North Carolina.

Notice is given that an order for possession of the property may be issued pursuant to N.C.G.S. 545-21.29 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 any such rental agreement, the tenant is liable for rent due under the rental agreement to the effective date of the termination.

This the 1st day of December, 2009.

/s/ Wesley L. Deaton, Substitute Trustee
P.O. Box 159
Lincolnton, NC 2809 (704) 735-0483

KMH3214
(12/30/09 & 1/06/10)

**STATE OF NORTH CAROLINA
COUNTY OF CLEVELAND**

File No: 09 SP 396

NOTICE OF SALE

TAKE NOTICE THAT: Raintree Realty and Construction, Inc., Substitute Trustee,

has begun proceedings to FORECLOSE under the Deeds of Trust described below, and under and by virtue of the power of sale contained in such Deeds of Trust, and an Order entered by the Clerk of Superior Court of the above County, will sell the below described property at public auction as follows:

- The instruments pursuant to which such sale will be held are: (1) a Deed of Trust executed by Gregory S. McInnis, original mortgagor, and recorded in the Office of the Cleveland County Register of Deeds in Deed of Trust Book 1544 at Page 683; and (2) an Equity Line of Credit Deed of Trust executed by Gregory Scarborough McInnis, original mortgagor, and recorded in the Office of the Cleveland County Register of Deeds in Deed of Trust Book 1544 at Page 694. 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 12:00 (Noon) p.m. on the 7th day of January, 2010 at the Cleveland County Courthouse door in the City of Shelby, North Carolina.
- The real property to be sold is located on Double Shoals Road, Cleveland County, Lawndale, North Carolina (736 W. Double Shoals Road, Lawndale, NC 28090), and more fully described as follows:

Located on the North side of Double Shoals Road, bounded on the North and West by William Bowen and on the East by Richard Phillips, and being described by metes and bounds as follows:

BEGINNING on an iron in the center of the right of way for Double Shoals Road (State Road #1809), said iron being a Southwest corner of Richard Phillips (located North 75 deg. 09 min. 43 sec. West 1033.75 feet to a nail at the center of the intersection of State Road 1809 and 1812); running thence with the center of the right of way for Double

Shoals Road the following calls: North 75 deg. 14 min. 59 sec. West 374.39 feet, North 75 deg. 59 min. 40 sec. West 100.01 feet, North 79 deg. 14 min. 59 sec. West 374.39 feet, North 75 deg. 59 min. 40 sec. West 100.01 feet, North 79 deg. 05 min. 28 sec. West 99.87 feet, North 83 deg. 14 min 34 sec. West 100.2 feet, North 87 deg. 45 min 14 sec. West 108.14 feet, South 88 deg. 16 min. 20 sec. West 99.87 feet, South 84 deg. 13 min. 03 sec. West 99.8 feet, South 80 deg. 29 min. 52 sec. West 100.09 feet, South 76 deg. 17 min. 09 sec. West 100.03 feet, South 72 deg. 25 min. 10 sec. West 85.9 feet, South 68 deg. 20 min. 38 sec. West 137.22 feet to an iron Southeast corner of William Bowen, Northwest corner of Rhonda Spering; thence with the Bowen property North 12 deg. 57 min. 18 sec, East 430.89 feet to a railroad nail; thence South 79 deg. 55 min. East 1349.28 feet to a pipe in a gully in the West line Richard Phillips; thence with the Phillips property South 15 deg. 01 min. 02 sec. West 215.61 feet to the place of BEGINNING, containing 7.16 acres, according to a plat and survey dated January 26, 1996 by F.R. Ledford and Associates, P.A., R.L.S.

TITLE REFERENCE:
Book 1173, Page 1578 of the Cleveland County Registry.

- 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 Deeds 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 Deeds of Trust.
- Additional Notice Where the Real Property is Resi-

dential 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 May 20, 2009

THIS the 7th day of December, 2009.

SUBSTITUTE TRUSTEE:
RAINTREE REALTY AND CONSTRUCTION, INC.

/s/ A. Robert York, President
P.O. Box 8942
Asheville, NC 28814
Phone: 828-253-9063

KMH3215
(12/30/09 & 1/06/2010/)

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