

# Classified Ads

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### Legals

**CITY OF KINGS MOUNTAIN NOTICE OF PUBLIC HEARING TUESDAY, MAY 25, 2010, 6:00 PM CITY COUNCIL CHAMBERS, CITY HALL. TEXT AMENDMENT: CHAPTER 12 OCCUPATIONAL LIENSES, TAXES, AND REGULATIONS ARTICLE VI. MOTORIZED VENDORS OF ICE CREAM PRODUCTS.** The City, as an agency by the Kings Mountain Ordinance, is proposing a text amendment. The amendment would provide definitions and standards for Motorized Vendors of Ice Cream Products. A copy of the proposed text amendment may be obtained at the Billing Department or you may call (704) 734-4613 for additional information. You are welcome to attend the City Council Public Hearing May 25, 2010 to express your opinion on this application. KMH3243 (5/12 & 19, 2010)

**NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION CLEVELAND COUNTY BEFORE THE CLERK 10 SP 199**  
**IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST OF SOUTHERN PRIDE FARM AND GARDEN, INC., THOMAS E. SPERLING, SANDRA G. SPERLING,)** Mortgagees to MARK LACKEY, Trustee; WESLEY L. DEATON, Substitute Trustee, FIRST NATIONAL BANK, ) Mortgagee. Dated February 2, 2005, recorded in Book 1441, at Page 403.) Securing the original amount of \$99,978.35  
**NOTICE OF FORECLOSURE SALE**  
Under and by virtue of the power of sale contained in that certain Deed of Trust executed by SOUTHERN PRIDE FARM AND GARDEN, INC.; THOMAS E. SPERLING AND SANDRA G. SPERLING, 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 purpose 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 4th day of May, 2010, the undersigned Trustee will offer for sale at public auction to the highest bidder for cash at the Courthouse door in Shelby, North Carolina at 2:00

o'clock p.m. on Thursday the 27th day of May, 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:  
Lying and being in Number Two (2) Township, Cleveland County, NC, being located on the East side of NC Highway 150 (Gaffney Road), being bounded on the East by other property of Thomas W. Hamrick, Parker, and Sperling, on the South by Eunice Hamrick, on the North by Baldwin, and being described by metes and bounds as follows:  
**BEGINNING** at an unmarked point in the centerline of the right of way of NC Highway 150, Southwest corner of Baldwin as shown in Book 17-1, Page 151 and being also the Northwest corner of the Thomas W. Hamrick property as shown in Book 12-Z, Page 282; thence with Baldwin's South line, South 86-00-01 East (and passing over an existing rebar at 31 feet) a total distance of 169.35 feet to an existing iron pipe, corner of Parker; thence with Parker's West line, South 08-59-34 East 97.93 feet to an existing rebar, corner of the Thomas W. Hamrick property as shown in Book 13-G, Page 646; thence a new line through said property, South 69-07-54 East 84.92 feet to an existing rebar, corner of Sperling as shown in Book 1386, Page 159; thence with two lines of Sperling as follows: South 64-23-57 West 112.96 feet to an existing rebar; and South 03-18-39 East 194.78 feet to an rebar set, Northeast corner of Eunice Hamrick as shown in Book 13-G, Page 650; thence with Eunice Hamrick's North line, South 73-38-00 West (and passing over an existing rebar at 18.20 feet) a total distance of 316.99 feet to an unmarked point located just East of the centerline of the right of way of NC Highway 150, Northwest corner of Eunice Hamrick; thence along or near the centerline of the right of way of NC Highway 150 as follows: North 17-17-00 East 293 feet to an unmarked point; and North 12-58-04 East 196.62 feet to the point of **BEGINNING**, containing 2.259 acres, more or less, according to a survey by E. Steve Smith, RLS, dated December 23, 2004.  
Title Reference: Book 1437, Page 945, Cleveland County Registry. 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 bid-

der 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. §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 any such rental agreement, the tenant is liable for rent due under the rental agreement to the effective date of the termination. This the 4th day of May, 2010.  
By: /s/ Wesley L. Deaton, Substitute Trustee P.O. Box 159 Lincolnton, NC 28093 (704) 735-0483 KMH3245 (5/12 & 19/10)

**NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION CLEVELAND COUNTY BEFORE THE CLERK 10 SP 184**  
**IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST OF KENNON W. FITCH, Mortgagee, to CHARLES W. WRAY, Trustee; WESLEY L. DEATON, Substitute Trustee, FIRST NATIONAL BANK, Mortgagee.** Dated January 7, 2004, recorded in Book 1401, at Page Securing the original amount of \$200,000.00  
**NOTICE OF FORECLOSURE SALE**  
Under and by virtue of the power of sale contained in that certain Deed of Trust executed by KENNON W. FITCH, 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 purpose 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 28th day of April, 2010, the undersigned Trustee will offer for sale at public auction to the highest bidder for cash at the Courthouse door in Shelby, North Carolina at 2:00 o'clock p.m. on

Thursday the 27th day of May, 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:  
**Parcel One:** Being lots 56 through 63 in Block "A" of LEE ACRES, a part of which was originally the Hoey and now the Charles L. Beam property according to a plat by James W. Elliott, Surveyor, dated November 2, 1964, a copy of said plat being of record in Book of Plats 10, Page 45 of the Cleveland County Registry; and being described by metes and bounds as follows: **BEGINNING** at a stake in the South edge of old U.S. Highway No. 74, the said stake being at a point where the said highway intersects the East edge of Beam Street, this being the Northwest corner of Lot No. 63; thence with the East edge of Beam Street, South 10-37 West 209.3 feet to a stake in the edge of said street, being the Northwest corner of Lot No. 64; thence with the North line of Lot No. 64, South 79-23 East 200 feet to a stake, the same being a common corner between Lots Nos. 54, 55, 56, and 64; thence with the West line of Lot No. 55, North 10-37 East 197 feet to a stake in the South edge of Old U.S. Highway No. 74 at a point where the same intersected with the West edge of Ware Road; thence with the South edge of Old U.S. Highway No. 74, North 76 West 100 feet to a stake; thence continuing with the said road, North 74-20 West 50 feet to a stake; thence North 71-20 West 50 feet to the place of **BEGINNING**.  
**TITLE REFERENCE:** See Deed recorded in Book 1214 at Page 115, Cleveland County, N.C., Registry  
**TAX MAP NUMBER:** 6-1A-3-13.  
**Parcel Two:** Being located about four miles East of the city of Shelby, North Carolina and being in a subdivision known as LEE ACRES, a part of which was originally the Hoey, and now the Charles L. Beam property, and being all of Lot No. 64 in Block A of the said property, according to a survey by James W. Elliott, Surveyor, dated November 2, 1964, as shown in Plat Book 10, Page 45, Cleveland County Registry, and being described by metes and bounds as follows: **BEGINNING** at an existing iron pin on the East edge of the right of way of S.R. 2345 (Providence Road), Southwest corner of Lot 63 owned by Fitch as shown in Book 1214, Page 115; thence with the South lines of Lots 56 through 63, South 78-45-11 East 200.35 feet to a tall angle iron, Southeast corner of Lot 56, and being in the West line of Lot 55 owned by Anthony as shown in Book 18-U, Page 629; thence with said line South 10-53-12 West 25 feet to an iron pin set,

Northeast corner of Lot 65; thence with the North line of Lot 65, North 78-45-11 West 200.33 feet to an iron pin set on the East edge of the right of way of S.R. 2345, Northwest corner of Lot 65; thence with the East edge of the right of way of S.R. 2345, North 10-49-12 East 25 feet to the point of **BEGINNING**, containing .115 acres, more or less, according to a survey by Clifford C. Johnson, R.L.S., dated December 7, 1998.  
**TITLE REFERENCE:** See Deed recorded on Book 1239 at Page 1701, Cleveland County, N.C., Registry.  
**TAX MAP NUMBER:** 6-1A-3-13.  
The above-described property is known as 1019 Providence Road, Shelby North Carolina.  
**Parcel Three:** **BEGINNING** on the Southwest corner of Lot No. 1 at an Oak Stump corner of Church lot and running thence North 62 3/4 West 10.20 chains to a stake; thence North 78 East 16 chains to a stake; North 7 chains to a stake; thence North 52 East 12.50 chains to a stake; thence North 68 East 15.75 chains to a stake in the Eskridge line; thence South 37-1/4 East 2.15 chains to a stake; thence South 56 East 8 chains to a stake, corner of Lot No. 1; thence with the North line of Lot No. 1 South 78 West 19 chains to a stake, thence South 53 3/4 West 9.90 chains to a stake; thence South 5.50 chains to a stake; thence South 56 1/4 West 13.80 chains to an Oak Stump, the place of **BEGINNING**, containing 25-1/3 acres, more or less, and designated as Lot No. 2 according to a map in Special Proceedings No. 2052, re: Mrs. J.B.H. Hamrick, et al., in the Office of the Clerk of Superior Court, Cleveland County, North Carolina.  
**EXCEPTED HEREFROM** are all conveyed previously made by the decedent prior to his death.  
**TITLE REFERENCE:** See Deed recorded on Book 7-1, Page 547; the Estate of John Washburn, Sr., Cleveland County file number 93-E-385; Special Proceedings **ce d i n g s**, Cleveland County file number 95-SP-168 and Deed recorded in Book 1190 at Page 969, Cleveland County, N.C. Registry.  
**TAX MAP NUMBER:** 6-1A-4-2.  
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. §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 any such rental agreement, the tenant is liable for rent due under the rental agreement to the effective date of the termination. This the 28th day of April, 2010.  
By: /s/ Wesley L. Deaton, Substitute Trustee P.O. Box 159 Lincolnton, NC 28093 (704) 735-0483 KMH3246 (5/12 & 19/10)

**IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK STATE OF NORTH CAROLINA COUNTY OF CLEVELAND 09SP626**  
**AMENDED NOTICE OF FORECLOSURE SALE**  
Pursuant to an order entered March 19, 2010, in the Superior Court for Cleveland 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 SHELBY, CLEVELAND COUNTY, NORTH CAROLINA ON MAY 28, 2010 AT 10:30 AM** 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 Cleveland County, North Carolina, and being more particularly described as follows: Lying and being in the Town of Shelby, North Carolina, and being a part of the W.D. Lackey property, situated East of the Shelby Hospital, subdivided and sold by the Cyclone Auction Company and shown as Lots Nos. 97 and 98 on the map made by J.A. Wilkie, Surveyor, which map is recorded in Book of Plats No. 1, Page 62 of the Office of the Register of Deeds of Cleveland County, North Carolina, described by metes and bounds as follows: **BEGINNING** at a stake on the East side of Second Street a corner of Lot No. 96 and runs thence North 84 - 1/2 East 150 feet to a stake in old line; thence with old line; thence 5 - 1/2 West 50 feet

to a stake in said old line; thence South 84 - 1/2 West 150 feet to a stake in the edge of Second Street, C.D. Sweaton's corner; thence South 5 - 1/2 East 50 feet with the edge of Second Street, to the Beginning, bring the property conveyed by R.J. Rucker and wife, Panthea Rucker, to Crossom Padgett and wife, Iva R. Padgett, said deed being duly recorded in the Register of Deeds of Cleveland County, North Carolina. Title Reference: Book 1312, Page 2371, Cleveland County Registry. Tax Map Reference; S37-2-16.  
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 Linda Setola.  
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 recording 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 8th day of April, 2010  
.POYNER SPRUILL, LLP  
By: /s/ James S. Livermon, Attorneys for Spruillco., Ltd. 130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 (252) 972-7116 KMH3247 (5/19 & 26/10)

**STATE OF NORTH CAROLINA COUNTY OF CLEVELAND**  
File No: 09 SP 773  
**S E C O N D AMENDED NOTICE OF RE-SALE**  
**TAKE NOTICE THAT:** William Richard Boyd, Jr., Substitute Trustee, has begun proceedings to **FORECLOSE** under the Deed of Trust described below, and by under and by virtue of the power of sale contained in such Deed of Trust, and an Order entered by the Clerk of Superior Court of the above County, including an Order of Re-Sale, will re-sell the below described property at public auction as follows:  
1.) The instrument pursuant to which such sale will be held is that certain Deed of Trust executed by Mary Sue Batchelor, unmarried, original mortgagee, and recorded in the Office of the Cleveland County Register of Deeds in Deed of Trust Book 1370, at Page 29. 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 Second Amended Notice of Re-Sale, is N/A ( 2. ) The property will be sold by the Substitute Trustee at 11:30 a.m. on the 27th day of May, 2010 at the Cleveland County Courthouse door in the City of Shelby, North Carolina.  
(3.) The real property to be sold is generally described as Off of Batchelor Road and Mort Road, Mooresboro, NC and described as follows:  
This parcel of land is out of the 100.5 acres owned by the Grantor herein in Number 1 Township and is shown on a deed recorded in Book 11-J at Page 190 in the office of the Register of Deeds for Cleveland County, North Carolina, and is also a 3.30 acres according to a survey made by J.D. Turner, Registered Surveyor, made February 22, 1984. This parcel is bounded on the North by McGraw property, on the East by a country road and on the South by a 1.3 acres owned by Roger Dean Batchelor and wife and also with a corner