

Firing gun earns citation

Shannon Alexander, 29, 1007 Ramseur St., was cited May 15 with code violation after she fired four-five rounds into the air from a .38 Special, Kings Mountain Police Officer Lee Whittington said.

The incident happened at 3:38 p.m. Alexander reported that four females came to the residence and during an altercation a TV set and the front window of a car were damaged. She said she grabbed her gun, ordered them out of her house but they allegedly continued "talking junk" outside the house and she discharged the gun, which police confiscated.

Section 13-10 of the Kings Mountain city codes states: "It shall be unlawful for any person to shoot or to fire any pistol, gun or other firearms within the city except on firing range or in legally established shooting galleries or ranges or in the discharge of duty by law enforcement officers."

Police log

WRECKS

APRIL 30: Officer D.K. Davis said that a 2009 Kia operated by Phyllis Hannon, 108 Timms St., rear-ended a 2008 Ford operated by a 17-year-old student on Phifer Road. Damages were estimated at \$1250.

MAY 2: Officer K.L. Hamrick said that a three-car accident happened on Highway 161 when a 1998 Lincoln operated by Steven Yurko of Charlotte failed to reduce speed and hit a 2002 Chrysler operated by Paul Duncan of Mount Holly forcing the Duncan vehicle into a 1989 Nissan operated by Bobby McDonald of Bessemer City. Property damages were estimated at \$6,000. KM Rescue transported the injured to Cleveland Regional Medical Center. There was also slight damage to a lawn at 820 Cleveland Ave.

MAY 3: Officer Bryan McGinnis said that cars operated by Courtney Harris, 301 Range Rd, and Tammy Garmon, 325-1 Wright Rd, were attempting to turn right off US 74 exit ramp onto NC 161 and the Harris vehicle struck the Garmon car doing a total of \$2000 damage.

MAY 5: Officer D.K. Davis said that Charles Donald Green, 603 Phifer Rd, was backing his 2009 Toyota from a parking space at Circle P on Phifer Rd and struck a 2002 Pontiac operated by Michael Glenn Davis, 914 Sharon Dr. Property damages were estimated at \$1500.

PPG refires and rehires

SHELBY—PPG Industries, a fiberglass business in Shelby, recently announced that it has restarted a furnace at its facility adding 34 employees—some of which were recalled from layoffs—to its payroll.

The restart supports market demand, specifically in the area of automotive, wind energy and oil and gas pipe applications.

"The market is demanding energy efficiency

and new solutions," according to Greg Terchick, PPG global marketing manager. "Customers are looking for ways to save on energy costs, whether through renewable and traditional energy or by making cars lighter and more fuel efficient."

Restarting the furnace will increase current annual capacity at the plant by about 17,000 metric tons.

Mooney to join Chamber as manager

The Cleveland County Chamber recently announced a new addition to its staff. Beginning May 3, Shelby resident Ken Mooney will take on the title of manager of existing industry relations for the Cleveland County Economic Development Partnership.

Ken graduated from the University of North Carolina at Charlotte with a Bachelor of Science degree in Electrical Engineering Technology and continued his education to obtain a Master of Business Administration from Gardner-Webb University.

He has over 22 years of broad-based experience working with both "Fortune 500" corporations

and small businesses in the areas of operations management, lean enterprise implementation, startup and restructuring, and new product commercialization.

Ken has successfully introduced and implemented lean enterprise solutions in a variety of manufacturing environments. He has started and operated several small businesses and has been instrumental in helping others develop strategic operating plans and launch successfully.

His responsibilities will include growing and strengthening existing industry in Cleveland County, assisting companies who planto expand, analyzing trends

and issues within existing industry in Cleveland County to help better serve their needs, and assisting companies with incentive and grant applications and requirements. He will also ensure recently located companies have a smooth transition into Cleveland County and help them connect with as many local resources and suppliers as possible.

Ken has lived in Shelby for 12 years with his wife Lauren, who is an adjunct professor at Cleveland Community College. They have two sons, Brian and Benjamin, who are currently attending NC State University and Mars Hill College.

Classified Ads

Legals

in State Road No. 1200, and being more particularly described in that certain Deed of Trust recorded in Book 1370, at Page 29 of the Cleveland County, North Carolina Public Registry and said description is incorporated herein by reference.

Containing 3.30 acres according to a survey made by J. D. Turner, Registered Surveyor, dated February 22, 1984.

Title reference: Book 11-J, Page 190, Cleveland County Registry. Any property described in the Deed of Trust which is not being offered for sale is described as follows: Subject to any and all Release Deeds of Record in the Cleveland County, North Carolina Registry.

(4.) Any buildings located on the above-described property are also included in the sale.

(5.) 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).

(6.) 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.

(7.) The property will be sold subject to all unpaid taxes and special assessments.

(8.) 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 ex-

tinguish any and all rights or interests in the property subordinate to the Deed of Trust.

(9.) 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 pro-rated 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 26th day of April, 2010, /s/ William Richard Boyd, Jr. Substitute Trustee 474 Mountain Cove Road Waynesville, North Carolina 28786 KMH3248 (5:19 & 26/10)

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK STATE OF NORTH CAROLINA COUNTY OF CLEVELAND IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM GEORGE BRADLEY DAVES AND KELLY K. DAVES, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED FEBRUARY 21, 2003 RECORDED IN BOOK 1362, PAGE 1349, CLEVELAND COUNTY REGISTRY 10 SP 148 NOTICE OF FORECLOSURE SALE Pursuant to an order entered April 27, 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 10:00 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: BEING all of Lot No 12 of the SHELBY COTTON MILLS Property, a plat of which is recorded in Plat Book 7 at Pages 9 and 10 of the Cleveland County Registry; and being located on the East side of Live Oak Street and being described by metes and bounds as follows: BEGINNING on a stake in the East edge of Live Oak Street, Northwest corner of Lot No. 11; and runs thence with the North line of Lot No. 11, South 85-03 East 120.7 feet to a stake, Southwest corner of Lot No. 2; thence with the West line of Lot No. 2, North 04-08 East 59.5 feet to a stake, Southeast corner of Lot No. 13; thence with the South line of Lot No. 13, North 87-25 West 121 feet to a stake in the East edge at Live Oak Street; thence with the East edge of Live Oak Street, South 03-30 West 55 feet to the place of BEGINNING.

Title Reference: Book 1254, Page 1795, Cleveland County 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 owners of the real property not more than ten days prior to the date hereof are George Bradley Daves and Kelly K. Daves. A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be re-

quired 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 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 agree-

ment 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 pro-rated to the effective date of the termination. This 27th day of April, 2010, .POYNER SPRUILL, LLP

By: /s/ James S. Livermon, III Attorneys for Spruillco., Ltd. 130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 (252) 972-7116 KMH3249 (5:19 & 26/10)

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK STATE OF NORTH CAROLINA COUNTY OF CLEVELAND IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM GEORGE BRADLEY DAVES AND KELLY K. DAVES, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED FEBRUARY 10, 2005 RECORDED IN BOOK 1443, PAGE 460, CLEVELAND COUNTY REGISTRY 10 SP 155 NOTICE OF FORECLOSURE SALE Pursuant to an order entered April 27, 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 10:00 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: A PARCEL OF LAND LOCATED IN THE COUNTY OF CLEVELAND, STATE OF NORTH CAROLINA, AND KNOWN AS: BEING LOT NUMBER 56 IN HILLVIEW AS

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 agree-

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By: /s/ James S. Livermon, III Attorneys for Spruillco., Ltd. 130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 (252) 972-7116 KMH3249 (5:19 & 26/10)

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM GEORGE BRADLEY DAVES AND KELLY K. DAVES, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED FEBRUARY 10, 2005 RECORDED IN BOOK 1443, PAGE 460, CLEVELAND COUNTY REGISTRY 10 SP 155 NOTICE OF FORECLOSURE SALE Pursuant to an order entered April 27, 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,

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ment 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 pro-rated to the effective date of the termination. This 27th day of April, 2010, .POYNER SPRUILL, LLP

By: /s/ James S. Livermon, III Attorneys for Spruillco., Ltd. 130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 (252) 972-7116 KMH3250 (5:19 & 26/10)

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM GEORGE BRADLEY DAVES AND KELLY K. DAVES, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED FEBRUARY 10, 2005 RECORDED IN BOOK 1443, PAGE 460, CLEVELAND COUNTY REGISTRY 10 SP 155 NOTICE OF FORECLOSURE SALE Pursuant to an order entered April 27, 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,

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ment 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 pro-rated to the effective date of the termination. This 27th day of April, 2010, .POYNER SPRUILL, LLP

By: /s/ James S. Livermon, III Attorneys for Spruillco., Ltd. 130 S. Franklin Street P.O. Box 353 Rocky Mount, NC 27802 (252) 972-7116 KMH3251 (5:19 & 26/10)

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM GEORGE BRADLEY DAVES AND KELLY K. DAVES, TO BB&T COLLATERAL SERVICE CORPORATION, TRUSTEE, DATED FEBRUARY 10, 2005 RECORDED IN BOOK 1443, PAGE 460, CLEVELAND COUNTY REGISTRY 10 SP 155 NOTICE OF FORECLOSURE SALE Pursuant to an order entered April 27, 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,

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