## Wednesday, November 30, 2011

## Legals, cont.

railway; thence North 26-04 East 166.4 feet to a spike in the center of the railway, a new corner; thence a new line through the Gilliatt property, South 60-06 East 296.5 feet to an iron stake, a new corner in the Gilliatt property; thence South 26-04 West 117 feet to an iron stake, a new corner in the Gilliatt property, thence South 65-30 East 175 feet to an iron stake, a new corner in the Gilliatt property; thence South 21-02 West 319 feet to the place of BE-GINNING, containing 5.38 acres, more or less, however 1.56 acres of this land is subject to a right of way for the Seaboard Air Line Railway and this property is sold and conveyed subject to that right of way or easement. It is specifically understood and agreed by the parties hereto that the stake at the beginning of same, or in the Southeast corner, shall be the center of a roadway leading into this property, and that if the road is changed, the Southeast line shall constitute the center of said road and half of the said road shall be on the Gilliatt property and half on the property being conveyed.

For title reference, see deed in Book 7-S at Page 44 of the Cleveland County Registry Tract 2: Being located in the Northeastern section of the City of Shelby, and on the East side of S.A.L. Railroad; bounded on the West by the Railroad, on the South by other property belonging to Shelby Bonded Warehouse, on the North and East by other property of Gilliatt; and being described by metes and bounds as follows: **BEGINNING** at an iron

spike in the center of S.A.L. Railway, said spike being the Northwest corner of the Warehouse property, and the said spike is also located 747.6 feet from an old corner in the center of the S.A.L Railroad; and . runs thence with the Warehouse property, South 60-06 East 296.4 feet to an iron stake, a corner in the Gilliatt prop-

property is sold.

Any person who occu-

pies the property pur-

suant to a rental

agreement entered

into or renewed on or

after October 1, 2007,

may, after receiving

notice of sale, termi-

through the Gilliatt property, North 26-04 East 100 feet to an iron stake, a new corner; thence another new line through the Gilliatt property, North 60-06 West 296.5 feet to an iron stake in the center of the S.A.L. Railroad, new corner; thence with the center of the Railroad, South 26-17 West 100 feet to the place of the BE-GINNING, and being according to a survey by J.D. Turner, Registered Surveyor, dated May 22, 1961, and the same containing .68 acre, more or less. The foregoing is conveyed subject to the right of way of the S.A.L. Railroad, which is along the West end of the said property. For title reference, see deed in Book 9-E at Page 298 of the Cleveland County Registry. THIS PROPERTY HAS THE ADDRESS OF: 410 N. POSTON STREET, SHELBY, NC 28150 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

ment 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 8th day of November, 2011. By: /s/ Wesley L. Deaton Wesley L. Deaton, Substitute Trustee P.O. Box 2459 Denver, NC 28037 (704) 489-2491 KMH3393 (11/30/2011 & 12/07/2011) **CAROLINA** NORTH IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DI-VISION **CLEVELAND COUNTY BEFORE THE CLERK** 11 SP 535 IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST OF CRESTVIEW VENTURE, INC., Mortgagor to C. ANDREW NEISLER, JR., Trustee; NOTICE OF FORECLO-SURE SALE WESLEY L. DEATON, Substitute Trustee, BOOK 1622, PAGE 902 NATIONAL FIRST BANK, Mortgagee. Dated May 19, 2009, recorded in Book 1576, at Page 1978 Securing the original amount of \$179,400.00 Under and by virtue of the power of sale contained in that certain Deed of Trust executed by Crestview Venture, Inc., 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 8th day of November, 2011, the undersigned Trustee will offer for sale at public auction to the highest

nate the rental agree-

# The Kings Mountain Herald

bidder for cash at the Courthouse door in Shelby, North Carolina EXHIBIT"A" at 12:00 p.m. on Thursday the 8th day of December, 2011, 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: SEE EXHIBIT"A" THIS PROPERTY HAS THE ADDRESS OF: Parcel No.: 59471, 42.44 Acres on Webb Road, Shelby NC 28152 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 8th day of November, 2011. By: /s/ Wesley L. Deaton Wesley L. Deaton, Substitute Trustee P.O. Box 2459 feet & (37) South 18-

Denver, NC 28037 (704) 489-2491 **BEGINNING** at an iron pin, with said pin being the Northwest corner of the Bobby White property (DB 1124/2139 & 16-D/39); thence running with the Selma Hamrick property the following four (4) calls: (1) North 28-53-43 East 735.20 feet, (2) North 01-23-43 East 232.20 feet, (3) North 36-53-43 East 347.20 feet, (4) North 19-53-43 East 256.59 feet to an unmarked point in the right of way for Webb Road; thence running a new line through the Turner property and with said right of way the following thirty seven (37) calls: (1) South 54-17-24 East 48.62 feet, (2) South 55-03-21 East 48.80 feet, (3) South 54-51-12 East 48.38 feet, (4) South 53-41-36 East 48.72 feet, (5) South 54-10-17 East 48.33 feet, (6) South 53-19-56 East 46.83 feet, (7) South 50-09-48 East 48.99 feet, (8) South 48-32-56 East 49.83 feet, (9) South 46-52-43 East 48.65 feet, (10) South 45-27-12 East 49.98 feet, (11) South 44-29-55 East 96.83 feet, (12) South 44-16-16 East 95.47 feet, (13) South 44-19-25 East 96.76 feet, (14) South 44-53-28 East 95.88 feet, (15) South 44-43-22 East 96.04 feet, (16) South 43-57-31 East 95.97 feet, (17) South 44-05-36 East 52.14 feet, (18) South 46-43-12 East 61.68 feet, (19) South 47-55-49 East 44.51 feet, (20) South 49-20-30 East 49.63 feet, (21) South 53-50-22 East 51.62 feet, (22) South 55-56-06 East 51.21 feet, (23) South 56-08-26 East 49.05 feet, (24) South 58-12-11 East 52.22 feet, (25) South 59-27-58 East 75.74 feet, (26) South 62-32-16 East 96.81 feet, (27) South 61-33-14 East 105.74 feet, (28) South 61-08-19 East 101.26 feet, (29) South 61-26-44 East 101.35 feet, (30) South 60-56-08 East 101.43 feet, (31) South 57-42-55 East 76.74 feet, (32) South 50-21-59 East 100.57 feet, (33) South 36-47-03 East 51.45 feet, (34) South 22-22-51 East 53.35 feet, (35) South 12-00-34 East 53.24 feet, (36) South 01-12-02 East 50.43

to

BANK,

amount of

SURE SALE

\$176,000.00

Mortgagee.

Dated March 5, 2003,

recorded in Book

Securing the original

NOTICE OF FORECLO-

Under and by virtue of

the power of sale con-

tained in that certain

1363, at Page 2227

49-24 West 33.08 feet to an unmarked point in said right of way; thence tunning South 58-15-00 West 198.93 feet to an unmarked point in a creek, passing an iron pin at 173.22 feet; thence running with said creek the following six (6) calls: (1) North 71-00-23 West 65.63 feet, (2) South 74-01-59 West 97.79 feet, (3) South 41-03-09 West 254.35 feet, (4) South 32-01-05 West 115.63 feet, (5) South 44-07-00 West 90.22 feet, (6) South 32-45-20 West 161.87 feet to an unmarked point; thence running with the Bobby White property the following six (6) calls: (1) North 57-49-41 West 324.17 feet, (2) North 41-49-41 West 361.00 feet, (3) North 30-49-41 West 204.60 feet to a large persimmon tree, (4) South 56-40-19 West 209.50 feet, (5) North 77-42-24 West 559.90 feet at the head of a gully & (6) North 69-01-18 West 443.50 feet to the place of BEGIN-NING, containing 55.39 acres, more or less according to a survey by F.R. Ledford & Associates, P.A. dated May 10, 1995 LESS AND EXCEPTING Lot Numbers 15-32 of the Crestview Subdivision as shown on plat of said subdivision recorded in Plat Book 29 at Page 182 of the Cleveland County Registry. KMH3394 (11/30/2011 & 12/07/2011) IN THE GENERAL COURT OF JUSTICE SUPE-**RIOR COURT DIVISION CLEVELAND COUNTY BEFORE THE CLERK** 11 SP 514 IN THE MATTER OF THE FORECLOSURE OF THE DEED OF TRUST OF DAVID A. HOWELL and TERESA A. HOW-Mortgagors, ELL, JOHN SCHWEPPE, Trustee; WESLEY L. DEATON, Substitute Trustee, BOOK 1622, PAGE 86 FIRST NATIONAL

## Page 7B

Deed of Trust exe-

cuted by DAVID A.

**HOWELL and TERESA** 

A. HOWELL, described

above, in the Cleve-

land County Public

Registry; default hav-

ing been made in the

payment of the in-

debtedness thereby

secured and the said

Deed of Trust being by

the terms thereof sub-

ject to foreclosure; and

the holder of the in-

debtedness thereby

secured having de-

manded 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 Supe-

rior Court of Cleveland

County, North Carolina

on the 8th day of No-

vember, 2011, the un-

dersigned Trustee will

offer for sale at public

auction to the highest

bidder for cash at the

Courthouse door in

Shelby, North Carolina

at 12:00 p.m. on Thurs-

day the 8th day of De-

cember, 2011, the land

conveyed in said Deed

of Trust, the same lying

and being in Cleve-

land County, North

Carolina, and being

more particularly de-

scribed as follows:

Lying on the South

side of West Marion

Street in the Town of

Shelby, NC and joining

the property of Mrs.

R.E. Ware of the South,

J.F. Harris on the West

and J.T.Gardner on the

**BEGINNING** at a stake

on the South edge of

Marion Street at the

Northeast corner of J.F.

Harris' property; and

runs thence South 2

West with Harris' line

178 feet to a stake,

Harris' Southeast cor-

ner and Mrs. R.E. Ware's

thence East with

Ware's North line 55 1/2

feet to a stake, a new

corner; thence a new

line, North 2 East 178

feet, more or less to a

stake, a new corner on

the South edge of

Marion Street; thence

with the South edge

of said street, West 55

1/2 feet to a stake, the

point of BEGINNING. it

is understood and

agreed on the West

side of the above de-

scribed lot 4 feet has

been reserved for pur-

pose of an alley way,

J.F. Harris having

agreed to give the

same amount from his

property adjoining,

corner;

Northwest

East.

thereby making an 8 foot alley on the West side of said lot. Title Reference: See Deed Recorded in Book 1135 Page 803 and rerecorded Book 1137 Page 1711, Cleveland County Registry. THIS PROPERTY HAS THE ADDRESS OF: 607 W. MARION STREET SHELBY, NC 28150 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 8th day of November, 2011. Wesley L. By: /s/ Deaton Wesley L. Deaton, Substitute Trustee P.O. Box 2459 Denver, NC 28037 (704) 489-2491 KMH3392 (11/30/2011 &

12/07/2011)

#### erty; thence a new line

