Wednesday, August 13, 2014

# **Classified Ads**

#### Home for Sale or Rent

MOBILE HOMES AND APARTMENTS FOR RENT IN KINGS MOUNTAIN-Prices starting at \$100/week. Call 704-739-4417 or (evening) 704-739-1425.(tfn) 3-BEDROOM, 1-BATH HOUSE in Cherryville for RENT. \$500 per month. Deposit required. Call

## Debbie. 704-287-5878. (8/13/14)

#### Land For Sale

LOTS IN GASTON, CLEVE-LAND, RUTHERFORD and CHEROKEE CO., some with water & septic. Credit no problem, owner will finance with low DP. Call Bryant Reality at 704-567-9836 or www.bryantrealty.org.

### Wanted to Buy CASH ON THE SPOT! Will buy tools, riding lawn mowers or building full of merchandise, pictures or anything of value. Will also buy musical instruments. Call: 704-300-

0827 or 704-300-7676.

(08/13/14)

NORTH CAROLINA

THE CLERK

13 SP 262,

CLEVELAND COUNTY IN THE GEN-

SUPERIOR COURT DIVISION, BEFORE

IN THE MATTER OF THE FORECLO-

ERAL COURT OF JUSTICE

(8/06, 13, 20 & 27)

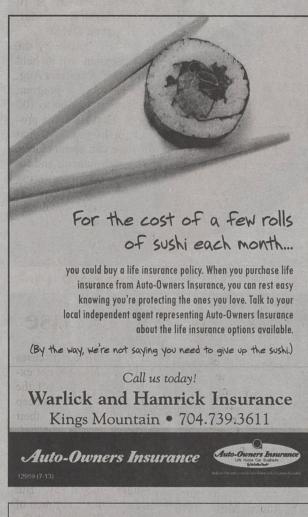
## Misc. for Sale

One burial plot (two individual graves) in Greenwood Cemetery, 10-D Maple Section. If purchased through City of Belmont, cost is \$1200. Owner is asking \$900. Inquiries contact 704-813-0476. (8/13, 20, 27, 9/03) USED FOUR WHEEL, WHITE, E-Z GO CART for

#### SALE. No top. Needs batteries. \$600. Call (704) 860-0744. (8/13)

#### **Help Wanted**

DRIVERS: REGIONAL with CDL-A. HOME EVERY WEEKEND! Run only Southeast, Midsouth and Midwest full medical/dental/vision. Call Jim 855-842-8501. (8/06 & 13) NOW HIRING for CERTI-FIED NURSING ASSIS-TANTS (CNA) in Gaston and Lincoln County. Contact Personal Home Care of NC to apply: 704-732-7021. (8/06, 13, 20, 27, 9/03,10,17, 24/14)



#### NOTICE OF FORECLOSURE SALE

NORTH CAROLINA, CLEVELAND COUNTY Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by BOBBY DEAN JONES, SR. to C. ANDREW NEISLER, JR., Trustee, which was dated October 29, 2002 and recorded on November 5, 2002 in Book 1349 at Page 2349, Cleveland County, North Carolina.

Default having been made in the payment of the note thereby secured by said deed of Trust and the undersigned, C. ANDREW NEISLER, J.R., Trustee in said Deed of Trust, and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Trustee will offer for sale at the courthouse door of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale of August 26, 2014 at 11:30 A.M., and will sell to the highest bidder for cash the following described property in Cleveland County, North Carolina, to wit: ALL THAT LOT, PIECE, and parcel consisting of 61/100 SURE OF THE DEED OF TRUST OF CLAUDE J. MABRY, 11, and wife, SUSAN H. MABRY, Mortgagor, to JOHN V. SCHWEPPE, Trustee; JEFFREY A. TAYLOR, Substitute Trustee, BOOK 1657, PAGE 2028 FIRST NATIONAL BANK, Mortgagee. Dated December 23, 2009, recorded in Book 1588, at Page 2076, Securing the original amount of \$758,930.95 AMENDED NOTICE of FORECLOSURE SALE Under and by virtue of the power of sale contained in that certain Deed of Trust executed by CLAUDE J. MABRY, III, and wife, SUSAN H. MABRY, 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 23rd day of July, 2013, 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 1:00 p.m. on Thursday the 21st day of August, 2014, 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: BEING Lots No. 8, 9, 10, 11, 12, 13, 14,

Legals

15, 16, 17 and 18 in Block "B" and Lots Nos. 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77 and 78 in Block "B" of the Z. V. CLINE, JR. SUBDIVISION on Highway 74, and being located on the South side of U.S. Highway No. 74 By-Pass approximately 3 miles Southeast of Shelby, N.C., as described and contained in a certain map made by G. Sam Rowe, C.E., which map is registered in the Register of Deeds Office of Cleveland County, in Book of Maps 6, at Page 78, reference to which is hereby made for the further description, and being described by metes and bounds as follows:

BEGINNING at a stake, the dividing line between Lots 7 and 8 in Block"B" of the aforesaid property, the said corner being South 89-40 East 150 feet from an iron stake in the South edge of the N.C. State Highway and Public Works Commission right of way and in the East margin of a 40 foot county road, Perry's corner; and runs thence with the South margin of said right of way, South 89-40 East 275 feet to a stake, the Northwest corner of Lot No. 19; thence with the dividing line of Lots 18 and 19 and Lots Nos. 66 and 67, South 0-20 West 289.9 feet to a stake in the North margin of a 60-foot State Highway; thence with the North margin of said Highway South 85-00 West 301.35 feet to a stake, the Southeast corner of Lot No. 79; thence with the dividing line of Lots 78 and 79, North 0-20 East 165.2 feet to a stake, corner of Lots 78 and 79 and 7 and 6; thence with the rear line of Lot No. 7, South 89-40 East 25 feet to a stake, Perry's Southeast corner; thence with Perry's line, the same being the dividing line

of Lots 7 and 8, North 0-20 East 150 feet to the place of BEGINNING. Title Reference: Book 1228, Page 2482, Cleveland County Registry. THIS PROPERTY HAS THE ADDRESS OF: Parcel No.26131

1450 E Dixon Blvd., 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 27th day of June, 2014. /s/ Jeffrey A. Taylor

(8/06 & 8/13/14)

KMH3620

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

Page 599); thence with Page's line South 88 degrees 53 minutes 05 seconds East 14.46 feet to an iron; thence continuing with Page's line South 01 degrees 20 minutes 46 seconds West 105.91 feet to an iron in Greene's line (Deed Book 17-M at Page 837); thence with Greene's line North 88 degrees 52 minutes 33 seconds West 201.96 feet to an iron in the eastern margin of the right of way for South Watterson Street; thence with the eastern margin of the right of way for South Watterson Street North 01 degrees 20 minutes 02 seconds East 105.89 feet to the point of BEGINNING containing 0.491 acres according to an unrecorded plat of survey by F. Michael Trammell, Registered Land Surveyor, dated May 24, 1995, for Paramjit Hardyal Singh Shergill. Title Reference: Deed Book 7-V at Page 26 and Deed Book 11-O at Page 284. TRACT TWO: Situated in the Town of Kings Mountain, N.C. and on the East side of Watterson Street, and being what has formerly been referred to as Lots Nos. 1, 2, 3 and 4 according to a plat made by A.P. Falls, Surveyor for Plonk and Herndon as will appear in Book of Plats 1 at Page 48 of the **Cleveland County Registry and More** fully described as follow: BEGINNING at an existing iron pin on the east side of South Watterson Street, J.C. McGills's corner (Book 11-O Page 284); thence a line back of the sidewalk N. 01-23-13 E. 79.79 feet to an iron pin set on the south side of W. King Street; thence S. 89-47-55 E. 187.50 feet to an existing iron pin, Page's corner; thence S. 01-20-46 W. 82.78 feet to an iron pin; thence N. 88-53-05 W. 187.50 feet to an existing iron pin on the east side of South Watterson Street, the point of beginning, as surveyed for John David Grant, Jr. and Kelly Eubanks, by Trammell Surveying and Mapping, Inc., on March 25, 1988. TRACT THREE: BEGINNING at an iron pin in the eastern margin of Watterson Street, said pin being South 01-59-20 East 105.93 feet from an iron pin in the eastern margin of Watterson Street, John C. Mcgill's Northwest corner (Deed Book 11-O Page 284) and runs thence with Mcgill's line South 88-15-14 East 282.66 feet to an iron pin in the Harry E. Page line (Deed Book 11-R Page 181); thence with Page's line South 02-37-10 West 67.00 feet to an iron pin, Evelyn P. Hambright's northeast corner (Deed Book 4-E Page 266); and runs thence

with Hambright's line South 73-44-15 West 142.61 feet to an iron pin, the common corner of Sarah S. Parker and Hambright; thence with Parker's line North 87-49-48 West 147.42 feet to an iron pin in the eastern margin of Watterson Street; thence with the eastern margin of Watterson Street North 02-30 East 130.00 feet to an iron pin the point of beginning, containing 0.780 acres, as surveyed by David C. Caldwell, Registered Land Surveyor, dated July 11, 1981 for Baxter M. Hayes, Jr. THESE PROPERTIES HAVE THE FOL-LOWING ADDRESSES: Parcel No. 7287: 101 Watterson St., Kings Mountain, NC 28086 Parcel No. 7301: 103 Watterson St., Kings Mountain, NC 28086 Parcel No. 7300: 105 Watterson St., Kings Mountain, NC 28086 This sale is made subject to all excise and transfer taxes, 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 9th day of July, 2014. By: /s/ Wesley L. Deaton, Substitute Trustee P.O. Box 2459, Denver, NC 28037 (704) 489-2491

Page 7B

(.61) acres and being more particularly described as Lot No. 80, Map 3, Phase IV, of CEDAR TREE FARMS as shown on a plat of the said subdivision drawn by F. R. Ledford & Associates, P.A, dated June 8-13, 1994 which said pat is recorded in Plat Book 19 at Page 49 of the Cleveland County Registry.

Conveyance is made subject to those restrictive covenants for CEDAR TREE FARMS recorded in Deed book 1168 at Page 2220 of the Cleveland County Registry.

Third party purchasers must pay the excise tax, and the court costs or Forty-Five Cents (45¢) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). A cash deposit (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 the remaining amounts are immediately due and owing.

Said property to be offered pursuant to this Notice of Sale being offered for sale, transfer and conveyance "AS IS WHERE IS." 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, any unpaid land transfer taxes, special assessments, easements, right of way, deeds of release, and any other encumbrances or exceptions of record, To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is BOBBY DEAN JONES, SR.

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 day's written notice to the landlord. The notice shall also state that 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.

If the Trustee is unable to convey title to this property for any reason, the sole remedy of the purchaser is the return of the deposit. Reasons of such inability to convey include, but are not limited to, the filing of a bankruptcy petition prior to the confirmation of the sale and reinstatement of the loan without the knowledge of the Trustee. If the validity of the sale is challenged by any party, the trustee, in their sole discretion, if they believe the challenge to have merit, may request the court to declare the sale to be void and return the deposit. The purchaser will have no further remedy. C. Andrew Neisler, Jr. **CLONINGER & NEISLER, TRUSTEE** P.O. Box 515, Kings Mountain, NC 28086 PHONE: (704) 739-4766 FAX: (704) 739-6485 KMH3622

(8/13 & 20/14)

ribed as Lot IS as shown F.R. Ledford C.R. Ledford E.R. Ledford C.R. Ledford E.R. Ledford E.R. Ledford E.R. Ledford IN THE MATTER OF THE FORECLO-SURE OF THE DEED OF TRUST OF HARDYAL S. SHERGILL and wife, DEBORAH R. SHERGILL, Mortgagors, ed in Deed ounty Reg-WESLEY L. DEATON, Substitute

Trustee, BOOK 1677, PAGE 2024 MOSIAC VENTURES, LLC, Mortgagee.

Dated June 3, 2008, recorded in Book 1554, at Page 347 Securing the original amount of \$158,000.00 NOTICE OF FORECLO-

SURE

Under and by virtue of the power of sale contained in that certain Deed of Trust executed by HARDYAL S. SHERGILL and wife, DEBORAH R. SHERGILL, 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 satisfving 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 9th day of July, 2014, 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 1:00 p.m. on Thursday the 21st day of August, 2014, 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 ONE: BEGINNING at an iron in the eastern margin of the right of way for South Watterson Street, Grant's corner (Deed Book 1083 at Page 2174) said iron being located South 01 degrees 23 minutes 13 seconds West 79.79 feet from an old iron at the southeast intersection of the rights of way for South Watterson Street and West King Street and running thence with Grant's line South 88 degrees 53 minutes 05 seconds East 187.50 feet to a poplar tree, Page's corner (Deed Book 19-I at

KMH3621 (8/06 & 13/14)