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### Notices

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Call 252-459-7101 or email classifieds@nashvillegraphic.com  
The Nashville Graphic

**TO SUBSCRIBE TO THE NASHVILLE GRAPHIC**, for home delivery, call Cindy at (252) 459-7101.

**The Nashville Graphic Classified advertising deadlines:**  
Friday, 12 noon for the Next Thursday Edition.

**The Nashville Graphic Legal Advertising Deadlines:**  
Friday, 12 noon for the Next Thursday Edition

### Agriculture

**JOYNER'S PECAN CRACKER**  
Commercial Cracker and Cleaner  
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## LEGALS

### Legals

**NORTH CAROLINA NASH COUNTY**

**IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 22-CVD-955**

**CYNTHIA D. NOEL, PLAINTIFF**

**VS.**

**PAUL WHITE, SR., DEFENDANT**

**NOTICE OF SERVICE OF PROCESS BY PUBLICATION**

**TO: PAUL WHITE, SR.**

**TAKE NOTICE** that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is for annulment.

You are required to make defense to such pleadings no later than the 21st day of February 2023, said date being at least forty days from the first publication of this notice; and upon your failure to do so the party seeking relief against you will apply to the Court for the relief sought.

This the 4th day of January, 2023.

BY: Charles E. Craft  
Attorney for Plaintiff  
220 Bryant Street  
Rocky Mount, NC 27804  
(252) 972-2279

Publication Dates: January 12, 2023; January 19, 2023; January 26, 2023

NOTICE is hereby given that North Carolina Eastern Municipal Power

### Legals

Agency (NCEMPA) will hold a public meeting on Friday, January 27, 2023, at 9:00 AM at the offices of Electricities of North Carolina, Inc., 3rd Floor Board Room, 1427 Meadow Wood Blvd, Raleigh, North Carolina 27604 in connection with NCEMPA's proposed action to revise its rates, fees, and charges to provide a 4.5% wholesale electric energy rate increase and a 3.1% wholesale electric demand rate decrease to be effective April 1, 2023. The average wholesale electric power rate will remain level.

January 19, 2023

Jay Morrison, Chief Legal and External Affairs Officer, North Carolina Eastern Municipal Power Agency, 1427 Meadow Wood Blvd, Raleigh, NC 27604

Publication Dates: January 19, 2023; January 26, 2023

**NORTH CAROLINA NASH COUNTY**

**IN THE GENERAL COURT OF JUSTICE DISTRICT COURT DIVISION FILE NO. 22-CVD-1617**

**WILLIAM JAMES BANKS,**

**PLAINTIFF**

**VS.**

**DAPHNE BROWN,**

**DEFENDANT**

**NOTICE OF SERVICE OF PROCESS BY PUBLICATION**

**TO: DAPHNE BROWN**

**TAKE NOTICE** that a pleading seeking relief against you has been filed in the above entitled action. The nature of the relief being sought is for absolute divorce.

You are required to make defense to such pleadings no later than the 21st day of February 2023, said date being at least forty days from the first publication of this notice; and upon your failure to do so the party seeking relief against you will apply to the Court for the relief sought.

This the 12th day of January, 2023.

BY: Charles E. Craft  
Attorney for Plaintiff  
220 Bryant Street  
Rocky Mount, NC 27804  
(252) 972-2279

Publication Dates: January 19, 2023; January 26, 2023; February 2, 2023

**NASH COUNTY NOTICE OF PUBLIC HEARINGS**

Public hearings will be held on Monday, February 6, 2023 at 9:00 a.m. before the Nash County Board of Commissioners on the third floor of the Nash County Administration Building located at 120 West Washington Street, Nashville, NC 27856 to consider:

Conditional Rezoning Request CZ-221201 made by Donnie S. Weaver & Ginger W. Robles, the property owners, to rezone approximately 3.94 acres located on the east side of S Halifax Rd, Rocky Mount, NC 27803 and further identified as Nash County Tax Map PIN #373919504538 from R-30 (Single & Two-Family Residential) to GC-CZ (General Commercial Conditional Zone) for the development of a funeral home.

Text Amendment Request A-221201 made by Thomas White to amend the Nash County Unified Development Ordinance Section 10-7.2 (B) to allow multiple residential lots to be served by a shared off-site Innovative Wastewater System approved and permitted by the North Carolina On-site Wastewater Protection Branch.

Members of the public are invited to attend this meeting and to participate as permitted by the applicable public hearing procedures. Substantial changes to the requests may result from the public hearings. The full request applications may be reviewed on weekdays from 8:00 a.m. to 5:00 p.m. at the Nash County Planning & Inspections Department on the second floor of the Nash County Administration Building or you may call 252-459-9809 for more information.

Publication Date: January 26, 2023

**NOTICE OF A QUASI-JUDICIAL PUBLIC HEARING REGARDING A PROPOSED VARIANCE REQUEST IN THE TOWN OF NASHVILLE**

Notice is hereby given that a quasi-judicial public hearing will be held before the Town of Nashville Board of Adjustment on **Tuesday, January 31, 2023, at 6:00 PM** in the Town's Council Chambers located at 114 W. Church

### Legals

Street in Nashville, NC, to consider the following variance request:

**V2023-01** Variance request by Timothy and Yvonne Freeman to allow reduced setbacks from the minimum requirements of the Nashville Code of Ordinances for property located at 726 E. Washington Street and 101 N. Wheelless Drive; PIN# 380120905121. The property is zoned B-1 (General Business) Zoning District.

All interested parties are invited and urged to be present at the hearing. Further information on the proposed variance may be obtained at the Planning Department in Town Hall, which is located at 499 Barnes Street, Nashville, NC or by calling 459-4511, extension 232.

Sherry N. Moss, Planning Director  
Planning & Development Department

Publication Dates: January 19, 2023; January 26, 2023

### NOTICE OF A PUBLIC HEARING

Notice is hereby given that the Nashville Planning Board will hold a public hearing on Tuesday, **January 31, 2023, at 6:00PM** in Town Council Chambers located at 114 W. Church Street on the following rezoning request:

**RZ2023-01:** Glandon Forest Equity, LLC is requesting to rezone approximately 2.51 acres out of a 23.83-acre tract located on the corner of Oak Level Road and E. Old Spring Hope Road, Nash County Parcel ID 032540; PIN# 3810 1176 1072, in the Town of Nashville ETJ jurisdiction, from A-1 (Agricultural District) to B-1 (Highway Business District) per Division 9 of the Nashville Zoning Ordinance.

All interested citizens are invited to attend this hearing and be heard. Information presented at the hearing may result in changes being made to the proposal. Further information on this proposal may be obtained at the Planning and Zoning Department in Town Hall located at 499 S. Barnes Street, Nashville, NC or by calling 459-4511 ext. 232.

Sherry N. Moss, Planning Director

Publication Dates: January 19, 2023; January 26, 2023

### NOTICE OF A PUBLIC HEARING

Notice is hereby given that the Nashville Town Council will hold a public hearing on Tuesday, **February 7, 2023, at 7:00PM** in Town Council Chambers located at 114 W. Church Street on the following rezoning request:

**RZ2023-01:** Glandon Forest Equity, LLC is requesting to rezone approximately 2.51 acres out of a 23.83-acre tract located on the corner of Oak Level Road and E. Old Spring Hope Road, Nash County Parcel ID 032540; PIN# 3810 1176 1072, in the Town of Nashville ETJ jurisdiction, from A-1 (Agricultural District) to B-1 (Highway Business District) per Division 9 of the Nashville Zoning Ordinance.

All interested citizens are invited to attend this hearing and be heard. Information presented at the hearing may result in changes being made to the proposal. Further information on this proposal may be obtained at the Planning and Zoning Department in Town Hall located at 499 S. Barnes Street, Nashville, NC or by calling 459-4511 ext. 232.

Sherry N. Moss, Planning Director

Publication Dates: January 26, 2023; February 2, 2023

### Foreclosures

**IN THE GENERAL COURT OF JUSTICE OF NORTH CAROLINA SUPERIOR COURT DIVISION NASH COUNTY 22sp255**

**IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY ADAN R. RAMIREZ AND RUBEN ORTIZ DATED DECEMBER 4, 2001 AND RECORDED IN BOOK 1828 AT PAGE 712 IN THE NASH COUNTY PUBLIC REGISTRY, NORTH CAROLINA**

### NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in payment of the secured debt and failure to perform the agreements contained therein and, pursuant to demand of the holder of the secured debt, the undersigned will expose for sale at public auction at the usual place of sale at the Nash County courthouse at **10:00AM on February 1, 2023**, the following described real estate and any improvements situated thereon, in Nash County, North Carolina, and being more particularly described in that certain Deed of Trust executed Adan R. Ramirez and Ruben Ortiz, dated December 4, 2001 to secure the original principal amount of \$39,686.00, and recorded in Book 1828 at Page 712 of the Nash County Public Registry. The terms of the said Deed of Trust may be modified by other instruments appearing in the public record. Additional identifying information regarding the collateral property is below and is believed to be accurate, but no representation or warranty is intended.

Address of property: 12178 Selma Rd, Middlesex, NC 27557  
Tax Parcel ID: 049007  
Present Record Owners: Adan R. Ramirez and Ruben Ortiz

The record owner(s) of the property, according to the records of the Register of Deeds, is/are Adan R. Ramirez and Ruben Ortiz.

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance AS IS, WHERE IS. Neither the Trustee nor the holder of the note secured by the deed of trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or warranty relating to the title or any physical, environmental, health or safety conditions existing in, on, at or relating to the property offered for sale. Any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. This sale is subject to all prior liens and encumbrances and unpaid taxes and assessments including any transfer tax associated with the foreclosure. A deposit of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00), whichever is greater, is required from the highest bidder and must be tendered in the form of certified funds at the time of the sale. **Cash will not be accepted.** This sale will be held open ten days for upset bids as required by law. After the expiration of the upset period, all remaining amounts are **IMMEDIATELY DUE AND OWING.** Failure to remit funds in a timely manner will result in a Declaration of Default and any deposit will be frozen pending the outcome of any re-sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Substitute Trustee or

### Foreclosures

the attorney of any of the foregoing.

**SPECIAL NOTICE FOR LEASEHOLD TENANTS** residing at the property: be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

The date of this Notice is January 13, 2023.

Jason K. Purser, NCSB# 28031  
Morgan R. Lewis, NCSB# 57732  
Attorney for LLG Trustee, LLC,  
Substitute Trustee  
LOGS Legal Group LLP  
10130 Perimeter Parkway, Suite 400  
Charlotte, NC 28216  
(704) 333-8107 | (704) 333-8156 Fax  
| www.LOGS.com

22-114764

Publication Dates: January 19, 2023; January 26, 2023

**NOTICE OF FORECLOSURE SALE 22 SP 205**

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Eudora K. Williams (Deceased) (PRESENT RECORD OWNER(S): Candice Williams and Eudora K. Williams) to Keel, Lassiter & Duffy, Trustee(s), dated July 23, 1996, and recorded in Book No. 1533, at Page 644 in Nash County Registry, North Carolina. The Deed of Trust was modified by the following: A Loan Modification recorded on April 24, 2018, in Book No. 2931, at Page 570, default having been made in the payment of the promissory note secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds Nash County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Nashville, Nash County, North Carolina, or the customary location designated for foreclosure sales, at 10:00 AM on February 1, 2023 and will sell to the highest bidder for cash the following real estate situated in Rocky Mount in the County of Nash, North Carolina, and being more particularly described as follows:

Known as 112 Collington Court, Rocky Mount, Nash County, North Carolina, and being Lot 13 as shown on map of the High-Lassiter-Moore subdivision recorded in Mapa Bok 10, Page 64, Nash County Registry. Together with improvements located thereon; said property being located at 112 Collington Court, Rocky Mount, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees,

### Foreclosures

agents or authorized representative of either the Trustee or the holder of the note make any representation or 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition are expressly disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or prior encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A deposit of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale.

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 its sole discretion, if it believes 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.

**Additional Notice for Residential Property with Less than 15 rental units, including Single-Family Residential Real Property**

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 the notice of foreclosure sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days but not more than 90 days, after the sale date contained in this notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated

## LIQUIDATION SALE

### Everything Must Go

106 S. Barnes St  
Nashville, NC

Fri, January 27  
Sat, January 28  
Sun, January 29

Each Day  
7:00 am - until

# BUSINESS AND SERVICES



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Call  
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### Auto Salvage

**WE BUY JUNK CARS**  
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**TO PLACE YOUR AD on this page, call 252-459-7101**

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## Foreclosures

to the effective date of the termination.

SUBSTITUTE TRUSTEE SERVICES, INC.  
SUBSTITUTE TRUSTEE

c/o Hutchens Law Firm  
P.O. Box 1028  
4317 Ramsey Street  
Fayetteville, North Carolina 28311  
Phone No: (910) 864-3068  
<https://sales.hutchenslawfirm.com>  
Firm Case No: 9975 - 40514

Publication Dates: January 19, 2023;  
January 26, 2023

NOTICE OF FORECLOSURE SALE  
22 SP 236

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Sarah A. Crudup (PRESENT RECORD OWNER(S); Sarah A. Crudup, Heirs of Sarah A. Crudup; Shaquannah Rochelle Crudup) to Resource Real Estate Services, Inc., Trustee(s), dated February 29, 2012, and recorded in Book No. 2604, at Page 52 and re-recorded in Book No. 2636, at Page 509 in Nash County Registry, North Carolina, default having been made in the payment of the promissory note secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substituted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds Nash County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Nashville, Nash County, North Carolina, or the customary location designated for foreclosure sales, at 10:00 AM on February 1, 2023 and will sell to the highest bidder for cash the following real estate situated in Rocky Mount in the County of Nash, North Carolina, and being more particularly described as follows:

All that certain lot or parcel of land situate in Nash County, North Carolina and more particularly described as follows:

KNOWN AS 841 Burton Street, Rocky Mount, NC and being Lot 13, Block Q, as shown on Map of Cedarbrook recorded in Map Book 4, Page 155, Nash County Registry. Being the identical property conveyed to Edith Barbee Estes by deed dated August 28, 1996, and recorded in Deed Book 1539, Page 17, Nash County Registry. Together with improvements located thereon; said property being located at 841 Burton Street, Rocky Mount, North Carolina.

The improvements thereon being commonly known as 841 Burton Street, Rocky Mount, NC 27803.

Being the same lot or parcel of ground which by Deed dated May 24, 2007 and recorded among the Land Records of Nash County, State of North Carolina, in Book 2318, page 797, was granted and conveyed by and between Edith Barbee Estes, acting by and through her duly appointed and constituted attorney-in-fact Yvonne B. Hinton, unto Sarah A. Crudup.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition are expressly disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or prior encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A deposit of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale.

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 its sole discretion, if it believes 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.

## Foreclosures

**Additional Notice for Residential Property with Less than 15 rental units, including Single-Family Residential Real Property**

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 the notice of foreclosure sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days but not more than 90 days, after the sale date contained in this notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. 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.

SUBSTITUTE TRUSTEE SERVICES, INC.  
SUBSTITUTE TRUSTEE

c/o Hutchens Law Firm  
P.O. Box 1028  
4317 Ramsey Street  
Fayetteville, North Carolina 28311  
Phone No: (910) 864-3068  
<https://sales.hutchenslawfirm.com>  
Firm Case No: 4979 - 18853

Publication Dates: January 19, 2023;  
January 26, 2023

STATE OF NORTH CAROLINA  
COUNTY OF NASHGENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
22 CVS 280

**U.S. Bank Trust National Association as Trustee of American Homeowner Preservation Trust Series 2015A+**,

Plaintiff,  
vs.

**All Lawful Heirs of Art Wright; Kelvin Ray Wright; Any Spouse of Kelvin Ray Wright; Judy Wright Farr; Trustee Services of Carolina, LLC,**

Defendant(s).

NOTICE OF JUDICIAL  
FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that Jeremy B. Wilkins, Commissioner, pursuant to the Order/Judgment entered in the above-captioned case on December 12, 2022 ("Order"), and by virtue of the appointment, power and authority contained in that Order, has been authorized and ordered to sell the property commonly known as 2415 West Old Spring Hope Road, Nashville, NC 27856 ("Property"). Said Property is secured by the Deed of Trust executed by Art Wright, dated March 4, 2005 and recorded on March 7, 2005 in Book 2122 at Page 953 and rerecorded/modified/corrected on October 29, 2015 in Book 2799, Page 229 of the Nash County, North Carolina Registry. The Property shall be sold together with improvements located thereon, towards satisfaction of the debt due by Art Wright, and secured by the lien against such property in favor of U.S. Bank Trust National Association as Trustee of American Homeowner Preservation Trust Series 2015A+.

The Commissioner will offer for sale to the highest bidder at a public auction 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 on February 1, 2023 at 01:30 PM the following described real property (including all improvements thereon) located in Nash County, North Carolina and described as follows:

**THE FOLLOWING DESCRIBED REAL ESTATE, SITUATE IN NASHVILLE TOWNSHIP COUNTY OF NASH, STATE OF NORTH CAROLINA, VIZ: BEGINNING AT A POINT WHERE THE CENTER LINE OF THE ROAD FROM NASHVILLE TO WHITE OAK (S. R. 1145) INTERSECTS THE CENTER LINE OF S. R. 1928, CORNER OF JOHN M. EVANS' HEIRS' PROPERTY; THENCE WITH THE CENTER LINE OF S. R. 1928, S. 4 DEGREES 10 MINUTES E. 265.5 FEET TO AN IRON SPIKE IN THE CENTER LINE OF SAID ROAD, SAID POINT ALSO BEING MARKED BY AN IRON STAKE OFFSET N. 88 DEGREES 30 MINUTES W. 30 FEET IN THE EDGE OF THE RIGHT OF WAY OF S. R. 1928; THENCE A NEW LINE WITH BESSIE EVANS BROWN'S PROPERTY N. 88 DEGREES 30 MINUTES W. 138.5 FEET TO AN IRON STAKE, CORNER OF LOTS NOS. 6 AND 7 IN THE LINE OF BESSIE EVANS BROWN'S PROPERTY; THENCE WITH THE LINE OF LOT NO. 6 N. 5 DEGREES 45 MINUTES W. 246.5 FEET TO AN IRON SPIKE IN THE CENTER LINE OF S. R. 1145, SAID POINT ALSO BEING MARKED BY AN IRON STAKE OFFSET S. 5 DEGREES 45 MINUTES E. 30 FEET IN THE EDGE OF THE RIGHT OF WAY OF SAID ROAD; THENCE WITH THE CENTER LINE OF S. R. 1145 N.**

## Foreclosures

**85 DEGREES E. 146.2 FEET TO THE BEGINNING, AND BEING SHOWN AND DESIGNATED AS LOT NO. 7 OF THE PROPERTY OF BESSIE EVANS BROWN, BY B. J. DOWNEY, REGISTERED ENGINEER, OCTOBER 1968, SAID PROPERTY INCLUDES THE PROPERTY LOCATED WITHIN THE RIGHTS OF WAY OF S. R. 1145 AND S. R. 1928, A COPY OF WHICH PLAT IS RECORDED JULY 9, 1969 IN PLAT BOOK 9 PAGE 13. BEING THE SAME PROPERTY CONVEYED BY FEE SIMPLE DEED FROM BESSIE EVANS BROWN, and HUSBAND, HERBERT C. BROWN, TO ART WRIGHT and MARGARET W. WRIGHT, DATED 06/30/1969 RECORDED ON 07/09/1969 IN BOOK 869, PAGE 46 IN NASH COUNTY RECORDS, STATE OF NC.**

The above described property will be sold, transferred and conveyed "AS IS, WHERE IS" subject to liens or encumbrances of record which are superior to such Deed of Trust, together with all unpaid taxes and assessments and any recorded releases. Neither the Commissioner nor the holder of the debt secured by such Deed of Trust, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Commissioner or the holder of the debt make any representation 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 and any and all responsibilities or liabilities arising out of or in any way relating to any such conditions expressly are disclaimed. The Commissioner shall convey title to the property by non-warranty deed, without any covenants or warranties, express or implied.

An Order for possession of the property may be issued pursuant to G.S. 1-339.29 (c) in favor of the purchaser and against the party or parties in possession by the judge or 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 by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. 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.

To the best of the knowledge and belief of the undersigned, the current record owners of the property as reflected on the records of the NASH COUNTY Register of Deeds' office not more than ten (10) days prior to the date hereof are All Lawful Heirs of Art Wright.

A cash deposit of five percent (5%) of the purchasing price will be required at the time of the sale. Any successful bidder shall be required to tender the full balance of the purchase price of bid in cash or certified check at the time the Commissioner tenders a deed for the Property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price of bid at that time, said bidder shall remain liable on said bid as provided for under North Carolina law.

The sale will be reported to the court and will remain open for advance or upset bids for a period of ten (10) days as required by law. If the Commissioner 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 Commissioner. If the validity of the sale is challenged by any party, the Commissioner, in its sole discretion, if it believes 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.

**JEREMY B. WILKINS,**  
Commissioner  
5431 Oleander Drive, Suite 200  
Wilmington, NC 28403  
(910) 202-2800 Phone  
(888) 207-9353 Facsimile  
File No.: 17-05071-JUD02

Publication Dates: January 19, 2023;  
January 26, 2023

## 22 SP 38

## NOTICE OF FORECLOSURE SALE

NORTH CAROLINA,  
NASH COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Larnia Jackson Langley and Rick D. Langley a/k/a Rick D. Langley, Jr. and Stacey B. Langley to TRSTE, Inc., Trustee(s), which was dated May 25, 2005 and recorded on June 17, 2005 in Book 2150 at Page 39, Nash County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee

## Foreclosures

Services of Carolina, LLC, having been substituted as Trustee in said Deed of Trust, and the holder of the note evidencing said default having directed that the Deed of Trust be foreclosed, the undersigned Substitute 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 on **February 1, 2023 at 01:30 PM**, and will sell to the highest bidder for cash the following described property situated in Nash County, North Carolina, to wit:

**ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF NASHVILLE IN THE COUNTY OF NASH AND STATE OF NORTH CAROLINA AND BEING DESCRIBED IN A DEED DATED 05/14/1993 AND RECORDED 05/26/1993 IN BOOK 1411 PAGE 582 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS:**

**LOT 7, BLOCK C, SUNNYFIELD SUBDIVISION, PLAT BOOK 11, PAGE 176.**

Save and except any releases, deeds of release or prior conveyances of record.

Said property is commonly known as 2284 Barnes Ct, Nashville, NC 27856.

A Certified Check ONLY (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. **THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX AND THE RECORDING COSTS FOR THEIR DEED.**

Said property to be offered pursuant to this Notice of Sale is 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, rights 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/are Ricky D. Langley, Jr. and wife, Stacey B. Langley.

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 by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days, but no more than 90 days, after the sale date contained in the notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16(a)(2)]. 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.

Trustee Services of Carolina, LLC  
Substitute Trustee  
Brock & Scott, PLLC  
Attorneys for  
Trustee Services of Carolina, LLC  
5431 Oleander Drive Suite 200  
Wilmington, NC 28403  
PHONE: (910) 392-4988  
FAX: (910) 392-8587

File No.: 22-02013-FC01

Publication Dates: January 19, 2023;  
January 26, 2023

NOTICE OF FORECLOSURE SALE  
22 SP 235

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Charles Moses Strickland, Jr. (PRESENT RECORD OWNER(S): Charles Moses Strickland, Jr.) to Randy Warlick and Amy E. Johnson, Trustee(s), dated July 24, 2003, and recorded in Book No. 1984, at Page 395 in Nash County Registry, North Carolina, default having been made in the payment of the promissory note secured by the said Deed of Trust and the undersigned, Substitute Trustee Services, Inc. having been substi-

## Foreclosures

tuted as Trustee in said Deed of Trust by an instrument duly recorded in the Office of the Register of Deeds Nash County, North Carolina and the holder of the note evidencing said indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in Nashville, Nash County, North Carolina, or the customary location designated for foreclosure sales, at 10:00 AM on February 1, 2023 and will sell to the highest bidder for cash the following real estate situated in Middlesex in the County of Nash, North Carolina, and being more particularly described as follows:

Being 1 993 Gross acres as shown on plat entitled "Property Survey for Timothy E. Strickland" as prepared by Robert G Williams, dated January 21, 2002, of record in Plat Book 29, Page 388, Nash County Registry, and being a portion of the property deeded to Grantors in Deed Book 1282, Page 907, Nash County Registry. Together with improvements located thereon; said property being located at 2735 Bart Road, Middlesex, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in N.C.G.S. §45-21.23.

Should the property be purchased by a third party, that party must pay the excise tax, as well as the court costs of Forty-Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. §7A-308(a)(1).

The property to be offered pursuant to this notice of sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS." Neither the Trustee nor the holder of the note secured by the deed of trust/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Trustee or the holder of the note make any representation or 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, and any and all responsibilities or liabilities arising out of or in any way relating to any such condition are expressly disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or prior encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

A deposit of five percent (5%) of the purchase price, or seven hundred fifty dollars (\$750.00), whichever is greater, is required and must be tendered in the form of certified funds at the time of the sale.

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 its sole discretion, if it believes 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.

**Additional Notice for Residential Property with Less than 15 rental units, including Single-Family Residential Real Property**

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 the notice of foreclosure sale, terminate the rental agreement by providing written notice of termination to the landlord, to be effective on a date stated in the notice that is at least 10 days but not more than 90 days, after the sale date contained in this notice of sale, provided that the mortgagor has not cured the default at the time the tenant provides the notice of termination. 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.

SUBSTITUTE TRUSTEE SERVICES, INC.  
SUBSTITUTE TRUSTEE

c/o Hutchens Law Firm  
P.O. Box 1028  
4317 Ramsey Street  
Fayetteville, North Carolina 28311  
Phone No: (910) 864-3068  
<https://sales.hutchenslawfirm.com>  
Firm Case No: 7265 - 27675

Publication Dates: January 19, 2023;  
January 26, 2023

**The Nashville Graphic Legal Advertising Deadlines:**  
Friday, 12 noon for the Next Thursday Edition

## Estate Notices

NORTH CAROLINA  
NASH COUNTY

## CREDITOR'S NOTICE

The undersigned, having qualified as the Ancillary Administrator of the Estate of Alvin Louis Richardson, late of Nash County, hereby notifies all persons, firms and corporations having claims against the said estate to present them to the undersigned on or before the 19th day of April, 2023, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate payment to the undersigned. This the 19th day of January, 2023.

Alvin Miguel Richardson,  
Ancillary Administrator of the Estate of Alvin Louis Richardson  
Nash County, 23-E-8  
c/o Robert D. Komegay, Jr., PLLC  
P O Box 7845  
Rocky Mount, NC 27804  
Telephone: (252) 442-8037

Publication Dates: January 19, 2023;  
January 26, 2023; February 2, 2023;  
February 9, 2023

File No. 22 E 866

## NOTICE OF ADMINISTRATION

Having qualified as Administrator of the estate of **Charles Lee Hayes, Sr.** deceased, late of **Nash County, North Carolina**, this is to notify all persons having claims against said estate to present them, duly verified, to the undersigned at 143 Ashbury Park Lane, Richlands, NC 28574 on or before April 26, 2023 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please settle immediately.

This the 26th day of January, 2023.

**Charles Lee Hayes, Jr.**  
143 Ashbury Park Lane  
Richlands, NC 28574  
Administrator  
of above named decedent.

Publication Dates: January 26, 2023;  
February 2, 2023; February 9, 2023;  
February 16, 2023

File No. 23 E 34

## EXECUTOR'S NOTICE

Having qualified as Executor of the estate of **George Donald Blizzard** deceased, late of **Nash County, North Carolina**, this is to notify all persons having claims against said estate to present them, duly verified, to the undersigned at 928 Tyson Loop Rd., Spring Hope, NC 27882 on or before April 26, 2023 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate will please settle immediately.

This the 26th day of January, 2023.

**Linda Jordan Tyson**  
928 Tyson Loop Rd.  
Spring Hope, NC 27882  
Executor  
of above named decedent.

Publication Dates: January 26, 2023;  
February 2, 2023; February 9, 2023;  
February 16, 2023

NOTICE OF ADMINISTRATION  
23 E 31

Having qualified as Administrator of the Estate of Emmett Land of Nash County, NC, this is to notify all persons having claims against the Estate to present them to the undersigned on or before April 26, 2023 or this notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment.

Shelia Land Smith, Administrator  
Janice A. Walston, Attorney  
PO Box 279  
Wilson, NC 27894-0279

Publication Dates: January 26, 2023;  
February 2, 2023; February 9, 2023,  
February 16, 2023

NORTH CAROLINA

NASH COUNTY

## EXECUTOR'S NOTICE

The undersigned, having qualified as the Executor of the Estate of Janet W. Hackney, late of Nash County, North Carolina, hereby notifies all persons, firms and corporations having claims against said estate to present them, duly verified, to the undersigned, on or before, April 24, 2023, or this Notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to said estate will please make immediate payment to the undersigned.

This 19th day of January, 2023.

James C. Hackney, Executor of the Estate of Janet W. Hackney  
3514 Northern Hills Drive  
Rocky Mount, NC 27804

Thomas W. King  
Attorney at Law  
P.O. Box 7805  
Rocky Mount, NC 27804  
(252) 443-0113

Publication Dates: January 19, 2023;  
January 26, 2023; February 2, 2023;  
February 9, 2023