

Legals cont...

NOTICE OF DOCKETING OF JUDGMENT

Pursuant to G.S. 105-375 (C), notice is hereby given to Carrie A. Swanger, that a judgment will be docketed against the property described below on June 28, 2017. Execution will be issued on the judgment and the property will be sold as provided by law. The tax lien may be paid before the judgment is entered and at any time thereafter as allowed by law.

Description: 54 Mountainview Road, Asheville, NC 28806. Parcel Identification Number: 9618-56-8450-0000. Property described in Estate File #89 E 56 and 97 E 483, Buncombe County Estates Office.

Michael C. Frue County Attorney (WL2140) 6/8 6/15

NOTICE OF DOCKETING OF JUDGMENT

Pursuant to G.S. 105-375 (C), notice is hereby given to Nelson James Vanhook Heirs, that a judgment will be docketed against the property described below on June 28, 2017. Execution will be issued on the judgment and the property will be sold as provided by law. The tax lien may be paid before the judgment is entered and at any time thereafter as allowed by law.

Description: Pisgah Highway, Candler, NC 28715. Parcel Identification Number: 9606-08-1438-0000. Property described in Deed Book 620 Page 448, Buncombe County Registry.

Michael C. Frue County Attorney (WL2141) 6/8 6/15

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE File No: 15 SP 685 SECOND NOTICE OF SALE

TAKE NOTICE THAT: Mark A. Pinkston, Trustee, has begun proceedings to FORECLOSE under the Deed of Trust described below, and under and by virtue of the power of sale contained in such Deed of Trust, and an Order entered by the Clerk of Superior Court of the above County, will sell the below described property at public auction as follows:

1. The instrument pursuant to which such sale will be held is that certain Deed of Trust executed by Michael G. West and Frances Q. West, original mortgagors, and recorded in the Office of the Buncombe County Register of Deeds in Deed of Trust Book 5264, at Page 564. The record owner of such property, as reflected on the records of the Register of Deeds not more than ten (10) days prior to posting this Notice of Sale, if not the original mortgagors, is: N/A

2. The property will be sold by the Substitute Trustee at 1:00 p.m. on the 23rd day of June, 2017 at the Buncombe County Courthouse door in the City of Asheville, North Carolina.

3. The real property to be sold is generally described as 4.0 acres, Sand Hill Road, Asheville, North Carolina* and is more particularly described as follows:

Being all of that property described in that certain Deed of Trust recorded in Book 5264, at Page 564 of the Buncombe County, North Carolina 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 Buncombe County, North Carolina Registry.

*The general description of the property is provided for convenience but is not guaranteed; the legal description in the Deed of Trust controls.

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

5. The property will be sold by the 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 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 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 extinguish any and all rights or interests in the property subordinate to the Deed of Trust.

9. 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.

10. Additional Notice Where the Real Property is Residential with Less Than 15 Rental Units, including single-family residential real property: 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 termination.

11. Any person who occupies the property pursuant to a bona fide lease or tenancy may have additional rights pursuant to North Carolina General Statute section 45-21.33A.

THIS the 23rd day of May, 2017.

MARK A. PINKSTON, Trustee
NC State Bar No. 16789
11 North Market Street (28801)
Post Office Box 7376
Asheville, North Carolina 28802-7376
(828) 258-2991 (Telephone)
(828) 257-2767 (Facsimile)
(WL2143) 6/15 6/22

PUBLIC MEETING

The annual meeting of the Leicester Volunteer Fire Department will be held June 26, 2017 at 7 p.m. at the main station located at 2852 New Leicester Highway.

(WL2144) 6/15 6/22

NOTICE OF SERVICE OF PROCESS BY PUBLICATION TO: 1. AUDREY HAYNIE, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE DANIEL G. CREASMAN ESTATE (File # 10E65 Buncombe County Estate Office) 2. JOHN DOE HAYNIE

Take notice that a pleading seeking relief against you has been filed in the action entitled County of Buncombe v. Mark Creasman, et al. Buncombe County File # 16 CV 2910, and notice of service of process by publication began on June 15, 2017.

The nature of the relief being sought is as follows: foreclosure sale to satisfy unpaid property taxes on your interest in the property described as PIN # 9761-91-2119 which is more completely described in the complaint. Plaintiff seeks to extinguish any and all claim or interest that you may have in the property.

You are required to defend such pleading not later than forty days after the date of the first publication of notice stated above, exclusive of such date, or by July 26, 2017, and upon your failure to do so, the party seeking service of process by publication will apply to the court for the relief sought.

Scott Carter, Attorney for Plaintiff
Scott Carter, PC
PO Box 8308
Asheville, NC 28814
828-348-0969
(WL2145) 6/15 6/22 6/29

AMENDED NOTICE OF FORECLOSURE SALE 15 SP 830

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Phyllis W. Thompson, a single person, (Phyllis W. Thompson, deceased) (Heirs of Phyllis W. Thompson: Russell J. Corn, Nicole L. Thompson and Unknown Heirs of Phyllis W. Thompson) to Waterfield Financial Corporation, Trustee(s), dated the 22nd day of March, 1999, and recorded in Book 2082, Page 761, in Buncombe County Registry, North Carolina, default having been made in the payment of the note thereby 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 of Buncombe 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 the City of Asheville, Buncombe County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on June 30, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Buncombe, North Carolina, and being more particularly described as follows:

Beginning at a stake in the Eastern margin of an 18 foot drive, which stake stands North 3 deg. 57' East 90 feet along said margin of said drive from the Northwest corner of a tract of land which was conveyed by Thomas J. Bell, ET. AL., to Jimmy C. Harris and wife, by deed recorded in the Buncombe County, N.C. Register's Office in Deed Book 1004, at Page 310, and runs thence with said margin of said drive, North 3 deg. 57' East 90 feet to a stake; thence North 76 deg. 21' East 150

feet to a stake; thence South 3 deg. 57' West 90 feet to a stake; thence South 76 deg. 21' West 150 feet to the place beginning. Being the same property conveyed to Joseph E. Bryant and wife, Linda E. Bryant, Thomas J. Bell, Et Al, by Deed dated October 28, 1970 and recorded in the Office of the Register of Deeds for Buncombe County, N.C. in Deed Book 1028 at Page 108, and there is also hereby conveyed the common right for use of the 18 foot common roadway described in such deed. Together with improvements located thereon; said property being located at 39 Liberty Circle, Candler, North Carolina.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §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 NCGS §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 expressly are disclaimed.

Also, this property is being sold subject to all taxes, special assessments, and prior liens or 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 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.

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.hutchens-lawfirm.com>
Case No: 1189875 (FC. FAY)
(WL2146) 6/15 6/22

NOTICE OF FORECLOSURE SALE 17 SP 113

Under and by virtue of the power of sale contained in a certain Deed of Trust made by John Brejack, (John Brejack, deceased) (Heirs of John Brejack: John D. Brejack, Diane Brejack Bennett, Sandy Gay, Bonnie Furst, Kim Albert, Christen Brejack, Joseph Brejack and Unknown Heirs of John Brejack) (Kim Albert, deceased) (Heirs of Kim Albert: Jessica Albert, Kristie Albert and Unknown Heirs of Kim Albert) (Christen Brejack, deceased) (Heirs of Christen Brejack: Unknown Heirs of Christen Brejack) (Joseph Brejack, deceased) (Heirs of Joseph Brejack: Unknown Heirs of Joseph Brejack) to CB Trustee, LLC, Trustee(s), dated the 9th day of January, 2015, and recorded in Book 5277, Page 367, in Buncombe County Registry, North Carolina, default having been made in the payment of the note thereby 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 of Buncombe 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 the City of Asheville, Buncombe County, North Carolina, or the customary location designated for foreclosure sales, at 10:30 AM on June 30, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Buncombe, North Carolina, and being more particularly described as follows:

Beginning at an iron stake, Floyd Smathers northeast corner of his home tract and runs with his line South 45 deg. West 200 feet to an iron stake in W.H. Bailey's road, thence, down and with said road three calls as follows: South 39 deg. East 200 feet to a stake on the north side of said road, thence South 48 deg. East 50 feet to a stake in the southeast margin of said road, thence South 88 deg. East 136 feet to a stake on the north side of said road, thence North 42 deg. East 215 feet to a stake in the hollow at the northwest margin of the old South Hominy Road, said stake being one of the original lot corners, thence with a line of lots number ten and two North 60 deg. West 350 feet to the Point and Place of Beginning; Less and Excepting Therefrom

that property previously conveyed by that deed recorded in Deed Book 1725, at Page 306 of the Buncombe County, NC Register's Office. Together with improvements located thereon; said property being located at 41 Bailey Road, Candler, North Carolina.

The above-described property is the same land conveyed to Hobson Jackson and wife by Deed recorded in Deed Book 469, at Page 525 of the Buncombe County, NC Register's Office less and excepting therefrom previously conveyed by that deed recorded in Deed Book 1725, at Page 306 of the Buncombe County, NC Register's Office.

The above-described property is all of that property conveyed by that deed recorded in Book 4682, at Page 24 of the Buncombe County, NC Register's Office.

Trustee may, in the Trustee's sole discretion, delay the sale for up to one hour as provided in NCGS §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 NCGS §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 expressly are disclaimed. Also, this property is being sold subject to all taxes, special assessments, and prior liens or 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 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.

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 occu-

pies 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.hutchens-lawfirm.com>
Case No: 1200351 (FC. FAY)
(WL2147) 6/15 6/22

NOTICE OF SERVICE OF PROCESS BY PUBLICATION TO: 2. JOSHUA VANCE SATTERWHITE 2. MRS. JOSHUA VANCE SATTERWHITE

Take notice that a pleading seeking relief against you has been filed in the action entitled County of Buncombe v. Joshua Vance Satterwhite, et al, Buncombe County File # 17-CVD-1844 and notice of service of process by publication began on June 15, 2017.

The nature of the relief being sought is as follows: foreclosure sale to satisfy unpaid property taxes on your interest in the property described as PIN # 8638-28-1341 which is more completely described in the complaint. Plaintiff seeks to extinguish any and all claim or interest that

you may have in the property. You are required to defend such pleading not later than forty days after the date of the first publication of notice stated above, exclusive of such date, or by July 26, 2017, and upon your failure to do so, the party seeking service of process by publication will apply to the court for the relief sought.

Scott Carter, Attorney for Plaintiff
Scott Carter, PC
PO Box 8308

Asheville, NC 28814
828-348-0969
(WL2148) 6/15 6/22 6/29

STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE BUNCOMBE COUNTY District Court Division File Number 17 CVD 2747

NOTICE OF SERVICE OF PROCESS BY PUBLICATION Nadezhda Pakhomova v. Andrew Pakhomova To: Andrew Pakhomova,

Defendant

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 as follows: Absolute Divorce/Equitable Distribution with hearing date during the two week term of Family Court beginning August 14, 2017, to be determined in Family Court #3C on August 9, 2017 @ 9:00 AM, Buncombe County Courthouse.

You are required to make defense to such pleading no later than July 27, 2017, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

This the 15th day of June, 2017.

Julia Horrocks Attorney for Plaintiff
Pisgah Legal Services P. O. Box 2276 Asheville, NC 28802 (WL2149) 6/15 6/22 6/29