

Legals

STATE OF NORTH CAROLINA CREDITORS' NOTICE HENDERSON COUNTY

Having qualified as Administrator of the Estate of Stephen Charles Brown, deceased, of the County of Henderson, State of North Carolina, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned or to his attorneys in writing on or before the 25th day of August, 2017, or this notice will be filed in bar of recovery. All persons, firms and corporations indebted to said estate will make settlement at once to the undersigned or to his attorneys.

Stephen Charles Brown, Administrator
Estate of Stephen Charles Brown
5303 Riverside Drive
Yankeeetown, FL 34498
Cynthia L. Schirmer
PRINCE, YOUNGBLOOD & MASSAGEE, PLLC
Attorneys
240 Third Avenue West
Hendersonville, NC 28739
(HCN2278) 5/25 6/1 6/8 6/15

NORTH CAROLINA HENDERSON COUNTY IN THE MATTER OF THE ESTATE OF John A. Wright, Jr., Deceased NOTICE TO CREDITORS AND DEBTORS

Having qualified as Executor of the Estate of John A. Wright, Jr., deceased, late of Henderson County, North Carolina, this is to notify all persons, firms and corporations having claims against said estate to present such claims to the undersigned on or before, August 25, 2017, or this notice will be filed in bar of their recovery. All persons indebted to said estate will please make immediate payment.

This the 25th day of May, 2017.

Ashley J. Featherstone
Executor of the Estate of John A. Wright, Jr.
35 Red Oak Drive
Mills River, NC 28759
(HCN2279) 5/25 6/1 6/8 6/15

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Marydear Van Orden Huffstetler, deceased, of Henderson County, North Carolina, this is to notify all persons, firms and corporations having claims against said deceased to exhibit them to the undersigned on or before the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make immediate payment.

This the 8th day of June, 2017.

Charles Lee Huffstetler, Executor
Estate of Marydear Van Orden Huffstetler
C/O Scott H. Sheffron, Esq.
62 A. Lake Club Circle
Hendersonville, NC 28792
(HCN2280) 6/8 6/15 6/22 6/29

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Brian Lee Musick, deceased, late of Henderson County, North Carolina, this is to notify all persons, firms and corporations having claims against said deceased to exhibit them to the undersigned on or before the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make immediate payment.

This the 8th day of June, 2017.

Whitney Staton, Administrator
Estate of Steven Michael Staton
210 Third Avenue West
Hendersonville, NC 28739
(HCN2283) 6/8 6/15 6/22 6/29

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Anthony Dale Pace, deceased, late of Henderson County, North Carolina, this is to notify all persons,

firms and corporations having claims against said deceased to exhibit them to the undersigned on or before the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make immediate payment.

This the 8th day of June, 2017.

Whitney Staton, Administrator
Estate of Steven Michael Staton
210 Third Avenue West
Hendersonville, NC 28739
(HCN2283) 6/8 6/15 6/22 6/29

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Brian Lee Musick, deceased, late of Henderson County, North Carolina, this is to notify all persons, firms and corporations having claims against said deceased to exhibit them to the undersigned on or before the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make immediate payment.

This the 8th day of June, 2017.

Lisa Ann Brockick Paxon, Administrator
Estate of Brian Lee Musick
C/O Scott H. Sheffron, Esq.
475 S Church St
Hendersonville, NC 28792
(HCN2281) 6/8 6/15 6/22 6/29

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE TO CREDITORS

Having qualified as Executor of the Estate of Pauline Hoepfner Miller, deceased, of the County of Henderson, State of North Carolina, this is to notify all persons, firms and corporations having claims against said estate to present them to the undersigned or to his attorneys in writing on or before the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make settlement at once to the undersigned or to his attorneys.

This the 8th day of September, 2017, or this notice will be filed in bar of their recovery. All persons, firms and corporations indebted to said estate will make settlement at once to the undersigned or to his attorneys.

This the 15th day of June, 2017.

Aniello T. Baccale, Exe.
223 Trump Park
Shrub Oak, NY 10588
Kenneth Youngblood & Massagee, PLLC
240 Third Ave. West
Hendersonville, NC 28739
(HCN2284) 6/15 6/22 6/29 7/6

STATE OF NORTH CAROLINA COUNTY OF HENDERSON NOTICE OF SALE

TAKE NOTICE THAT: Raintree Realty and Construction, Inc., Substitute 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:

The instrument pursuant to which such sale will be held is that certain Deed of Trust executed by Zachary K. Lowe and wife, Shelby A. Lowe, original mortgagor, and recorded in the Office of the Henderson County Register of Deeds in Deed of Trust Book 2441, at

Page 413. 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. The property will be sold by the Substitute Trustee at 10:00 a.m. on the 28th day of June, 2017 at the Henderson County Courthouse door in the City of Hendersonville, North Carolina.

The real property to be sold is generally described as 3228 Pleasant Grove Church Road, Hendersonville, NC 28739* and is more particularly described as follows: Being all of that property described in that certain Deed of Trust recorded in Book 2441, at Page 413 of the Henderson 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 Henderson 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 Henderson 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.

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

The property will be sold by the Substitute Trustee to the highest bidder for CASH. The highest bidder will be required to deposit IN CASH with the Substitute Trustee at the date and time of the sale the greater of five percent (5.0%) of the amount of the bid or Seven Hundred Fifty and no/100 Dollars (\$750.00).

All bidders bid for the property AS IS on the date of sale. Absolutely no warranties are made as to the condition, value or title of the property. While the Substitute Trustee believes the title to be good, all bidders are advised that they should obtain independent counsel to examine record title as the property is sold subject to prior record interests.

The Noteholder has reserved the right to withdraw the sale up to and until the Deed is delivered by the Substitute Trustee.

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

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.

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.

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 the termination.

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 25th day of May, 2017.

SUBSTITUTE TRUSTEE: RAIN TREE REALTY AND CONSTRUCTION, INC.
By: Joel T. York, Vice-President
P.O. Box 8942
Asheville, NC 28814
Phone: (828) 777-5250
(HL1470) 6/15 6/22

NOTICE OF FORECLOSURE SALE 15 SP 295

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Michelle M. Jones and Husband, Steven M. Jones to Cindy Roberts & Amy E. Johnson, Trustee(s), dated the 25th day of August, 2008, and recorded in Book 2110, Page 169, in Henderson 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 Henderson 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 Hendersonville, Henderson County, North Carolina, or the customary location designated for foreclosure sales, at 1:00 PM on June 26, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Henderson, North Carolina, and being more particularly described as follows:

Being all of Lot 5 of Pottery Terrace Subdivision as shown on the plat thereof recorded on Plat Slide 3766 in the Henderson County Register reference to which is hereby made for a more complete description. Together with improvements located thereon; said property being located at 108 Terrace Field Trail, Flat Rock, North Carolina.

Tax ID#: 9968704
Being all and the same lands and premises conveyed to Michelle M. Jones and husband, Steven M. Jones by J. Edward Jones and Jeanne S. Jones in a General Warranty Deed executed 10/10/2001 and recorded 10/10/2001 in Book 1077, Page 458 of the Henderson County, North Carolina Land Records.

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: 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.

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 25th day of May, 2017.

SUBSTITUTE TRUSTEE: RAIN TREE REALTY AND CONSTRUCTION, INC.
By: Joel T. York, Vice-President
P.O. Box 8942
Asheville, NC 28814
Phone: (828) 777-5250
(HL1470) 6/15 6/22

NOTICE OF FORECLOSURE SALE 17 SP 147

Under and by virtue of the power of sale contained in a certain Deed of Trust made by William H. Hamilton, Jr. and Melissa B. Hamilton (PRESENT RECORD OWNER(S): William H. Hamilton, Jr. to C. E. Harrison, Trustee(s), dated the 10th day of July, 2008, and recorded in Book 2094, Page 742, in Henderson 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 Henderson 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 Hendersonville, Henderson County, North Carolina, or the customary location designated for foreclosure sales, at 1:00 PM on June 26, 2017 and will sell to the highest bidder for cash the following real estate situated in the County of Henderson, North Carolina, and being more particularly described as follows:

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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.

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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.

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By: Joel T. York, Vice-President
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Phone: (828) 777-5250
(HL1470) 6/15 6/22

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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: 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.

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 25th day of May, 2017.

SUBSTITUTE TRUSTEE: RAIN TREE REALTY AND CONSTRUCTION, INC.
By: Joel T. York, Vice-President
P.O. Box 8942
Asheville, NC 28814
Phone: (828) 777-5250
(HL1470) 6/15 6/22

NOTICE OF FORECLOSURE SALE 17 SP 147

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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.

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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

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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.hutchenslawfirm.com>
Case No: 1210552 (FC. FAY)
(HL1473) 6/15 6/22

**STATE OF NORTH CAROLINA
IN THE GENERAL COURT OF JUSTICE
COUNTY OF HENDERSON
DISTRICT COURT
DIVISION
17 CVD 226
MOUNTAIN CREDIT UNION,
Plaintiff,
vs.
BRADLEY G. ALSTON,
Defendant.
AMENDED NOTICE OF SERVICE BY PUBLICATION
STATE OF NORTH CAROLINA,
HENDERSON**

**COUNTY
To: BRADLEY G.
ALSTON**

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: The sum of \$2,906.58 together with interest at the rate of \$0.68808 per diem from the 31st day of January, 2017 and the Plaintiff have and recover its attorney fees in the amount of \$435.99, and that the costs of this action be taxed to the Defendant. YOU ARE REQUIRED to make defense to such pleading not later than July 31, 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 5th day of June, 2017.

VAN WINKLE, BUCK, WALL, STARNES AND DAVIS, P.A.

MARK A. PINKSTON
North Carolina State Bar Number: 16789
Attorney for Plaintiff
11 North Market Street
(28801)

Post Office Box 7376
Asheville, North Carolina 28802-7376

(828) 258-2991 (Telephone)
(828) 257-2767 (Facsimile)

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