

Legals

EXECUTOR'S NOTICE TO CREDITORS

Having qualified on the 7th day of September, 2018, as Executor of the Estate of Betty Lou Wright Hopkins, deceased, late of Henderson County, North Carolina, this is to notify all persons, firms and corporations having claims against the estate to exhibit the same to the undersigned Executor on or before the 19th day of December, 2018 or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the estate should make immediate payment.

This the 14th day of September, 2018.

J. TYLER RAY
Attorney At Law
112 South Main Street
Hendersonville, NC 28792
Sheila H. Devine, Executor
Estate of Betty Lou Wright Hopkins
112 South Main Street
Hendersonville, NC 28792
(HCN2344) 09/20/18,
09/27/18, 10/04/18,
10/11/18

STATE OF NORTH CAROLINA
CREDITORS' NOTICE
COUNTY OF HENDERSON
18-E-776
Having qualified as Executrix of the Estate of Helen Kessler, 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 their attorneys on or before the 4th day of December, 2018, or this notice will be pleaded in bar of recovery. All persons, firms and corporations indebted to said estate will make settlement at once to the undersigned or to their attorneys.

This the 25th day of October, 2018.
Bruce A. King, Administrator of the Estate of Betty B. King
3749 Station Point Ct.
Mt. Pleasant, SC 29466
(HCN2348)
Publish dates: October 25, 2018
November 1, 2018
November 8, 2018
November 15, 2018

STATE OF NORTH CAROLINA
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT
DIVISION
BEFORE THE CLERK
COUNTY OF HENDERSON
FILE NO.: 18-E-829
IN THE MATTER OF THE ESTATE OF:
JOSE ANTONIO AMAYA,
NOTICE TO CREDITORS
Deceased.

THE UNDERSIGNED, having qualified as Executor for the Estate of Jose Antonio Amaya, who died on August 31, 2018, of Henderson County, North Carolina; this is to notify all persons, firms and corporations having claims against and creditors for the estate of said deceased to exhibit and present their claims to the undersigned on or before the 24th day of January, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate settlement of same to the undersigned.

CREDITOR'S NOTICE

Having qualified as Executrix of the Estate of Martha Wofford Holcombe, deceased, late of Henderson County, North Carolina, this is to notify all persons having claims against the Estate of said deceased to exhibit

them to the undersigned on or before 90 days of this publication, the 11th day of January, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make payment to Katherine Louise Saul, Executrix, c/o Ryan E. Gaylor, Attorney for Executrix, Hyde Law Firm, P.A., 753 East Main Street, Suite One, Spartanburg, SC 29302.

This, the 11th day of October, 2018.

(HCN2347) 10/11 10/18 10/25 11/1

STATE OF NORTH CAROLINA
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT
DIVISION
BEFORE THE CLERK
COUNTY OF HENDERSON
FILE NO.: 18-E-918
IN THE MATTER OF THE ESTATE OF:
BETTY B. KING
NOTICE TO CREDITORS
Deceased.

THE UNDERSIGNED, having qualified as Executor for the Estate of Betty B. King, who died on August 28, 2018, of Henderson County, North Carolina; this is to notify all persons, firms and corporations having claims against and creditors for the estate of said deceased to exhibit and present their claims to the undersigned on or before the 24th day of January, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate settlement of same to the undersigned.

This, the 25th day of October, 2018.

STATE OF NORTH CAROLINA
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT
DIVISION
BEFORE THE CLERK
COUNTY OF HENDERSON
FILE NO.: 18-E-829
IN THE MATTER OF THE ESTATE OF:
JOSE ANTONIO AMAYA,
NOTICE TO CREDITORS
Deceased.

THE UNDERSIGNED, having qualified as Executor for the Estate of Jose Antonio Amaya, who died on August 31, 2018, of Henderson County, North Carolina; this is to notify all persons, firms and corporations having claims against and creditors for the estate of said deceased to exhibit and present their claims to the undersigned on or before the 24th day of January, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said estate will please make immediate settlement of same to the undersigned.

This, the 25th day of October, 2018.

E. James Marshall, Administrator CTA of the Estate of Jose Antonio Amaya
c/o P.O. Box 608
Hendersonville, NC 28793
(HCN2349) October 25, 2018
November 1, 2018
November 8, 2018
November 15, 2018

18 SP 251
NOTICE OF FORECLOSURE SALE
NORTH CAROLINA,
HENDERSON COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Laura L. Champlin and Bruce B. Champlin to John M. Mercer, Trustee(s), which was dated December 5, 2006 and recorded on December 15, 2006 in Book 1865 at Page 174, Henderson County Registry, North Carolina. Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee 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 where the property is located, or the usual and customary location at the county courthouse for conducting the sale on November 5, 2018 at 11:00AM, and will sell to the highest bidder for cash the following described property situated in Henderson County, North Carolina, to wit: ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF HENDERSONVILLE, HENDERSON COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 161 HAYWOOD KNOLLS SUBDIVISION AS SHOWN ON PLAT THEREOF RECORDED IN PLAT CABINET A, SLIDE 186 OF THE HENDERSON COUNTY REGISTRY, REFERENCE TO WHICH PLAT IS HEREBY MADE FOR A GREATER CERTAINTY OF DESCRIPTION.
Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 321 Colony Lane, Hendersonville, NC 28791.
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. THIRD PARTY PURCHASERS MUST PAY THE EXCISE TAX AND THE RECORD-

ING 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 Laura L. Champlin.
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 mortgagee has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(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.: 18-08588-FC01 (HL1607) 10/25 11/1

STATE OF NORTH CAROLINA

ING 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 Laura L. Champlin.
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 mortgagee has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(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.
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Substitute Trustee
Brock & Scott, PLLC
Attorneys for Trustee Services of Carolina, LLC
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STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
District Court
Division
COUNTY OF HENDERSON
11- JT - 91
IN RE: DOE
NOTICE OF SERVICE OF PROCESS BY PUBLICATION
(a minor child)

To: Respondent Joe Doe, the unknown biological father of a male minor child, born February 15, 2011, in Fletcher, Henderson County, NC, born to Tina Marie Cairnes. Take notice that a pleading seeking the termination of your parental rights has been filed in the above action, which is currently pending in Henderson County.
Pursuant to NCGS 7B-1105, you are advised to contact immediately the Clerk of Court of Henderson County, 200 N. Grove St., Hendersonville, NC 28793, (828) 694-4100, to obtain further information about this case, including a copy of the pleadings. You are required to make defense to such pleading not later than December 3, 2018, said date being 30 days from the first publication of this notice, and upon your failure to do so, the party seeking service against you will apply to the Court for

the termination of your parental rights.
This the 25th day of October, 2018.
By: _____
James L. Palmer, Attorney for Petitioner
PO Box 1666
Hendersonville, NC 28793
828-697-5410 (phone)
828-692-5373 (fax)
NC St. Bar # 28731
(HL1608) 11/1 11/8 11/15

17 SP 255
AMENDED NOTICE OF FORECLOSURE SALE
NORTH CAROLINA,
HENDERSON COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by W. Kevin Hoover to Jackie Miller, Trustee(s), which was dated October 26, 2009 and recorded on October 30, 2009 in Book 2233 at Page 649, Henderson County Registry, North Carolina. Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, Trustee 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 November 16, 2018 at 11:00AM, and will sell to the highest bidder for cash the following described property situated in Henderson County, North Carolina, to wit: BEING all of Lot 29, Phase I, Skytop Farm Subdivision, as more fully described in Plat Slide 5182, Henderson County Registry, reference to which is hereby made for a more complete and accurate description.
There is also conveyed herewith a non-exclusive right-of-way and easement over and along all of the roads and streets in Skytop Farm Subdivision for the purposes of ingress, egress and regress to and from the above-described lot and North Rugby Road (S.R. # 1365).
The above-described property is conveyed and accepted subject to the Declaration of Covenants, Conditions, and Restrictions for Skytop Farm Subdivision, as recorded at Deed Book 1200, Page 263, Hen-

dersen County Registry, and to any subsequent amendments thereto. ALSO BEING all of that property conveyed to Grantor by deed recorded in Deed Book 1221, Page 336, Henderson County Registry. Save and except any releases, deeds of release or prior conveyances of record. Said property is commonly known as 27 Cape Martin Circle, Hendersonville, NC 28791.
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. 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 W. Kevin Hoover.
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 mortgagee has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16A(b)(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.: 17-12180-FC01 (HL1609) 11/1 11/8

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