

LEGAL NOTICE

LEGAL NOTICE
NORTH CAROLINA
YANCEY COUNTY
Special Proceedings No.
17 SP 3
Substitute Trustee: Philip
A. Glass
NOTICE OF
FORECLOSURE SALE
Date of Sale: May 23, 2017
Time of Sale: 2:30 p.m.
Place of Sale: Yancey
County Courthouse
Description of Property:
See Attached Description
Record Owners: Hillary
M. Hunter, nka Hillary
Bradford and Waylon
Bradford
Address of Property: 251
Summer Trees Lane
Burnsville, NC 28714
Deed of Trust:
Book : 640 Page: 105
Dated: October 28, 2010
Grantors:
Hillary M. Hunter
Original Beneficiary:
State Employees' Credit
Union CONDITIONS OF
SALE: Should the property
be purchased by a third
party, that person must pay
the tax of Forty-five Cents
(45¢) per One Hundred
Dollars (\$100.00) required
by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase 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 so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real 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 G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement 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 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.

Dated: 4/25/17
 Philip A. Glass, Substitute Trustee
 Nodell, Glass & Haskell, L.L.P.

Posted on 4/25/17
EXHIBIT
BEING LOT NO. 13
OF HARMONY ACRES
SUBDIVISION, a development
by Clyde McIntosh and wife,
Glenna McIntosh, in Case
of River Township, Yancey County,
North Carolina, containing 12.33
acres, as the same is particularly
shown on a map and plat of a
survey of said subdivision dated
20 September, 1989 by Jerry L.
Ball, Registered Land Surveyor,
No. L-3108, and bearing the
Map No. 82127, and appearing
of record in the Yancey County
Deed Registry at Plat Book 2,
Page 163B, reference to such
map being hereby made for a
more specific metes and bounds
description of the lot herein
conveyed.

THIS CONVEYANCE is made subject to the Declaration of Restrictive and Protective Covenants imposed upon said subdivision as appears of record in the Yancey County Deed Registry at Deed Book 222, Page 212.

Published May 10, 17, 2017

LEGAL NOTICE
NORTH CAROLINA
Special Proceedings
No. 17 SP 14
YANCEY COUNTY
Substitute Trustee:
Philip A. Glass
NOTICE OF
FORECLOSURE SALE
Date of Sale:
May 23, 2017
Time of Sale: 2:30PM
Place of Sale: Yancey
County Courthouse
Description of Property:
See Attached Description
Record Owners:
Vicki Wild-McLeod
Address of Property:
187 Cataberry Lane
Burnsville, NC 28714
Deed of Trust:
Book : 500 Page: 708
Dated: September 8, 2005
Grantors:
Vicki Wild-McLeod
Original Beneficiary:
State Employees' Credit
Union CONDITIONS OF
SALE: Should the property
be purchased by a third
party, that person must pay
the tax of Forty-five Cents
(45¢) per One Hundred
Dollars (\$100.00) required
by N.C.G.S. §7A-308(a)(1).

This sale is made subject to all unpaid taxes and superior liens or encumbrances of record and assessments, if any, against the said property, and any recorded leases. This sale is also subject to any applicable county land transfer tax, and the successful third party bidder shall be required to make payment for any such county land transfer tax.

A cash deposit of 5% of the purchase 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 so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statutes Section 45-21.30 (d) and (e). This sale will be held open ten (10) days for upset bids as required by law.

Residential real 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 G.S. 45-21.29 in favor of the purchaser and against the party or parties in possession by the clerk of superior court of the county in which the property is sold. Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement 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 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.

Philip A. Glass, Substitute Trustee
 Nodell, Glass & Haskell, L.L.P.

Lying and being in Crabtree Township, Yancey County, North Carolina:
 BEGINNING on an 18 inch red oak, a corner to Wilma Wilson and runs thence South 01 degrees 34 minutes 44 seconds east 192.61 feet to an iron pin; thence north 88 degrees 44 minutes 46 seconds west 117 feet to an unmarked point near the driveway edge; thence north 10 degrees 15 minutes east 20 feet to an iron pin; thence north 71 degrees 40 minutes 27

seconds west 182.90 feet to an iron pin; thence north 16 degrees 45 minutes east 233.93 feet to an iron pin north of a paved private drive; thence south 62 degrees 34 minutes 20 seconds east 241.45 feet to the point of BEGINNING. Containing 1.32 acres by Coordinate Geometry. Being the lands shown on plat of survey by William E. Arrowood, RLS dated 21 May 1992 and being drawing number 92-4-03-205.

There is excepted from this conveyance a 12' easement for ingress and egress over the above described lands along an existing paved private drive running through said lands from the southern boundary to the northwest boundary. The approximate location of said easement is shown on the plat prepared by William E. Arrowood, RLS referred to above. The true location of said easement shall be the location of the present existing roadway with the center of said easement being the center of the pavement of the existing road. Said easement, reserved for the benefit of adjoining properties lying to the north and west of the tract herein described.

There is also conveyed herewith a perpetual easement for ingress to and egress from said lands along an existing roadway leading from the southern boundary of the above described lands to the public highway as said roadway is presently located and as heretofore conveyed in deed of record in Book 129 at page 382.

The easements herein reserved and conveyed are non-exclusive and said roads are to be used in common with the grantor and others who are now using said road and their heirs and successors in title.

PIN 076900385866000
 Property Address: 187 Cataberry Lane, Burnsville, NC 28714
 Published May 10, 17, 2017.

LEGAL NOTICE NOTICE OF TAX FORECLOSURE SALE

Under and by virtue of an order of the District Court of Yancey County, North Carolina, made and entered in the action entitled "COUNTY OF YANCEY vs. JEWELL RAY AUTREY and spouse, if any, and all possible heirs and assignees of JEWELL RAY AUTREY and spouse, if any, or any other person or entity claiming thereunder, et al, 17-CVD-4, the undersigned Commissioner will on the 24th day of May, 2017, offer for sale and sell for cash, to the last and highest bidder at public auction at the courthouse door in Yancey County, North Carolina, Burnsville, North Carolina at 12:00 o'clock, noon, the following described real property, lying and being in South Toe Township, State and County aforesaid, and more particularly described as follows:

All that certain lot or parcel of land situated in South Toe Township, Yancey County, North Carolina and more particularly described as follows: BEGINNING on a Poplar tree and runs with Lawrence Fox line N 28 E 100 feet to a Poplar tree; thence running N 72 W 214.6 feet to two Oak trees; thence South 28 W 130.6 feet to an iron stake; thence with Emma Harrison's line S 72 E 209.9 feet to the BEGINNING, and containing one-half acre, more or less.

Subject to restrictive covenants and easements of record.

Parcel Identification Number: 075803224193.00

The undersigned Commissioner makes no warranties in connection with this property and specifically disclaims any warranties as to title and habitability. This property is being sold as is, without opinion as to title or any other matter.

This sale will be made subject to all outstanding city and county taxes and all local improvement assessments against the above described property not included in the judgment in the above-entitled cause. A cash deposit of 20 percent of the successful bid will be required. In addition,

the successful bidder will be required, at the time the Deed is recorded to pay for recording fees and revenue stamps assessed by the Yancey County Register of Deeds.

This sale is subject to upset bid as set forth in N.C.G.S. Section 1-339.25.

This the 27th day of April, 2017.

Mark D. Bardill,
 Commissioner
 P.O. Box 25
 Trenton, NC 28585
 Published May 10, 17, 2017

LEGAL NOTICE

STATE OF NORTH CAROLINA

YANCEY COUNTYIN

THE GENERAL COURT

OF JUSTICE

SUPERIOR COURT

DIVISION

BEFORE THE CLERK

16 SP 36

IN THE MATTER OF
THE FORECLOSURE Of
a Deed of Trust executed
by DAVID J. EXUM, dated
September 04, 2008, and
recorded in Deed of Trust
Book 595, at Page 454 in
the Office of the Register of
Deeds for Yancey County.
See Substitution of Trustee
recorded in Book 681, at
Page 596.

NOTICE OF TRUSTEE'S
SALE OF REAL
PROPERTY

By: Jason M. Peltz,
Attorney for Substitute
Trustee
And Noteholder

UNDER AND BY VIRTUE of the power and authority contained in that certain Deed of Trust executed and delivered by David J. Exum, dated September 4, 2008, and recorded in Book 595, at Page 454 in the Office of the Register of Deeds for Yancey County (see Substitution of Trustee recorded in Book 681, at Page 596), and because of default in the payment of the indebtedness thereby secured and failure to carry out and perform the stipulations and agreements therein contained and pursuant to an Order entered by the Clerk of Superior Court and pursuant to demand of the owner and holder of the indebtedness secured by said Deed of Trust, the Substitute Trustee, Phillip Price, will expose for sale at public auction to the highest bidder for cash at the usual place of sale in the Courthouse of Yancey County, located at 110 Towne Square, Burnsville, NC, 28714, at 10:00 a.m. on the 6th day of June, 2017, all of those certain lots or parcels of real estate, including all improvements and fixtures located thereon, situated, lying and being in Yancey County, North Carolina, and more particularly described as follows:

PROPERTY
DESCRIPTION:

BEGINNING on a pin in the line of David J. Exum, et. al., (Deed Book 453, at Page 483, Yancey County Registry) and running a new line S 87 42 35 E 290.30 feet to a set iron pin in a roadway, S 87 42 35 W 596.22 feet to a set iron pin; thence N 00 22 25 E 241.28 feet to a set iron pin in the line of James M. Edwards (Deed Book 435, at Page 308, Yancey County Registry); thence with the Edwards line N 79 30 26 E 288.89 feet to a set iron pin, N 79 30 26 E 324.00 feet to an existing iron pin in the line of Dundee Estates, LLC (Deed Book 280, at Page 328, Yancey County Registry); thence with said line and a fence S 70 08 08 E 118.06 feet to an existing iron pin; thence continuing with said line and a fence S 01 57 28 W 314.52 feet to an existing iron pin, S 03 11 10 E 184.97 feet to an 8-inch birch, S 03 13 49 E 119.39 feet to an existing iron pin; thence leaving the Dundee Estates, LLC line N 85 46 15 W 1143.08 feet to a set iron pin, N 88 52 29 W 608.14 feet to a set iron pin, N 88 52 29 W 147.30 feet to a set iron pin in a roadway, S 88 52 29 E 122.87 feet to a set iron pin; thence N 77 08 30 E 79.00 feet to a set iron pin, S 88 52 28 E 204.00 feet to a set iron pin; N 29 53 51 E 13.94 feet to a set iron pin, N 29 53 51 E 246.47 feet to the point of BEGINNING, containing 14.942 acres, according to a map and plat of a survey by Jim

Hughes and Associates, PLS, L-3515, dated 27 July, 2000, revised 6 September, 2006, and being job file no. 00002-C090, and being designated as Lot 4 on said map and plat. EXEPTING AND RESERVING unto the Grantor, his heirs and assigns, is a perpetual and non-exclusive easement and right of way over the existing roadway 20 feet in width, 10 feet on either side of the centerline as shown on the above described map and plat leading to and from other lands of the Grantor and the public roadway, for the purposes of ingress, egress and regress, together with the rights to inspect, maintain, improve and repair the same. AND BEING a portion of Deed Book 435, at Page 304, Yancey County Registry. AND BEING all of that property described in that Deed of Trust recorded in Deed of Trust Book 595, at Page 454, Yancey County Registry.

LESS AND EXCEPTING that property described in that Release Deed recorded in Book 629, at Page 624, Yancey County Registry and more particularly described as follows. BEGINNING on a set of iron pin in a fenceline in the line of James M. Edwards, Yancey County Deed Book 435, at Page 308, and being a common corner to Lot No. 7 shown on the below-referenced survey, and runs thence with the line of Lot No. 7 S 09 52 41 E 596.80 feet to a point in the margin of a proposed 12 foot road right of way; thence the same course 12.37 feet to a set iron pin in the line of David M. Ferguson; thence with the Ferguson line N 85 46 15 W 908.71 feet to a set iron pin, N 88 52 29 W 608.14 feet to a set iron pin, corner of Ferguson and other lands of Exum; thence with the Exum line N 29 53 51 E 11.41 feet to a point in the centerline of a right of way, N 29 53 51 E 24.31 feet to a point, thence the same course 246.47 feet to a set iron pin, corner of Exum and Lot No. 6 on the below referenced survey; thence with the line of Lot No. 6 S 87 42 35 E 290.30 feet to a set iron pin; thence the same course 596.22 feet to a set iron pin; thence N 00 22 25 E 241.28 feet to a set iron pin in the line of Edwards; thence with the Edwards line N 79 30 26 E 288.89 feet to an existing iron pin; thence the same course 99.31 feet to the point of BEGINNING, containing 10.838 acres, and being designated Lot No. 4, on a survey by James R. Hughes, PLS, L-3515, dated 27 July, 2000, and revised on 4 April, 2002, 2 May 2002, 13 February 2003, 6 September, 2006, 7 March 2007 and 16 March 2010, with job file number of 00002-C090. ALSO CONVEYED to the Grantee, his heirs and assigns, and EXCEPTING AND RESERVING unto the Grantor herein his successor and or assigns is a perpetual and non-exclusive easement and right of way over the existing roadway 20 feet in width, 10 feet on either side of the centerline as shown on the above described map and plat leading to and from the lands of others and the public roadway, for the purposes of ingress, egress and regress, together with the rights to inspect, maintain, improve and repair the same.

RECORD OWNER of the above described real property as reflected on the records of the Office of the Register of Deeds for Yancey County not more than ten (10) days prior to the posting of this notice is David J. Exum.

The terms of the sale are that the property will be sold for cash to the highest bidder and a cash deposit not to exceed the greater of five percent (5%) of the amount of the bid, or Seven Hundred Fifty Dollars (\$750.00) may be required at the time of sale. Any successful bidder shall be required to tender the full balance purchase price so bid in cash or certified check at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in NCGS 45-21.30(d) and

(e). The owner and holder of the indebtedness secured by the Deed of Trust may make a credit bid.

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 Substitute Trustee nor the holder of the Note secured by the Deed of Trust being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representatives of either the Substitute 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 conditions are expressly disclaimed. The property will be sold subject to restrictions, easements and other matters of record, any unpaid taxes, prior mortgages, deeds of trust and liens, special assessments, any transfer tax associated with the foreclosure and any tax required to be paid by NCGS 7A-308(a)(1). This sale will be further subject to the right, if any, of the United States of America to redeem the above-described property for a period of one hundred twenty (120) days following confirmation of the sale. The real property may be sold in separate parcels, all together or in any manner the Substitute Trustee determines is appropriate. The sale will be held open for ten (10) days for upset bids as required by law. Any purchaser of the real property will be required to pay all transfer taxes and recording fees.

An order for possession of the property being sold may be issued pursuant to NCGS 45-21.29 in favor of the purchaser and against the party or parties in possession, by the Clerk of Superior Court for Buncombe County.

Any person who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving notice of sale, terminate the rental agreement upon ten days' written notice to the landlord. Upon termination of a rental agreement, the tenant is liable for rent due under the rental agreement prorated to the effective date of termination.

This the of March, 2017.

Jason M. Peltz,
 Attorney for Substitute Trustee and Noteholders
 Peltz Law Firm, PLLC
 7 Orchard Street, Suite 100
 Asheville, NC 28801
 (828)255-2728
 Published May 17, 24, 2017

Barkin' Basement YHS Resale Store

The Barkin' Basement Resale Store financially supports the Yancey Humane Society. When you shop at the Barkin' Basement you can be assured that a very high percentage of your dollars go to fund YHS, and all the good they do. The store is run and staffed by volunteers, and everything in the store has been donated by the good people of our area.

The Barkin' Basement is located on the bypass between Go Grocery and Fred's. The phone number is 828-208-9510. We accept clean, gently used items in good working order. Call the store if you have large items that need to be picked up, or for more information. The hours are Monday through Saturday from 10 a.m. to 4 p.m.

Yancey Humane Society is a 501(c)(3) nonprofit organization. If you would like to help the lost or abused animals of Yancey County, come volunteer at the Barkin' Basement!

Meals on Wheels needs volunteers

Meals on Wheels needs volunteers to deliver meals any weekday from 10:30 to noon. For information call the Senior Center at 682-6011.

