

REAL ESTATE

**2 BR, 1 BATH.** Name your rent and security deposit Cedar Grove area. 910-207-6301, 910-207-2711

**3 BEDROOM, 2 BATH DOUBLE-WIDE,** Whitehall Road. Very nice. Partly furnished. No pets. \$600 month, plus deposit. References required. Call after 6 pm. 840-6032.

**3 BR, 1 bath** home w/carport in Whiteville. Deposit & references required. \$650 mo. 910-640-2597

570 Commercial

**7 OFFICES,** conference room, kitchen, cafe, 3 bath, downtown Whiteville. Newly remodeled. Mar. 2018. 919-578-1663 or 910-445-1799



LEGAL NOTICES

Citation - Personal Service - TRCP 99

THE STATE OF TEXAS  
2016-DCL-07055-H  
IN THE 444TH DISTRICT COURT OF CAMERON COUNTY, TEXAS  
Shanta Stacker Clarida  
VS  
Charles Edward Clarida  
TO Charles Edward Clarida  
Columbus County Detention Center  
805 Washington St, Whiteville NC 28472, or wherever he may be found,  
GREETING:  
NOTICE TO DEFENDANT: “You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after the date you were served this citation and petition, a default judgment may be taken against you.” TRCP.99 You are hereby commanded to appear by filing a written answer to Original Petition for Divorce at or before 10:00 o’clock A.M. on the Monday next after the expiration of 20 days after the date of service of this citation before the Honorable 444th District Court of Cameron County, at the Courthouse in said County in Brownsville, Texas. Said Original Petition for Divorce was filed

LEGAL NOTICES

in said court on October 25, 2016, in the above entitled cause.  
The file number of said suit being 2016dDCL.07055  
The style of the case is:  
Shanta Stacker Clarida  
vs  
Charles Edward Clarida  
The nature of Petitioner’s demand is fully shown by a true and correct copy of Original Petition for Divorce accompanying this citation and made a part hereof.  
The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.  
Issued and given under my hand and seal of said Court at Brownsville, Texas, on this the 25th day of October, 2016.  
ATTORNEY:  
Shanta Stacker Clarida  
ProSe  
7141 Arroyo Blvd  
Brownsville TX 78526  
Eric Garza  
District Clerk  
Cameron County, Texas  
By: Beatriz Losoya, Deputy Clerk  
March 8, 15, 2018

Amended Notice of Foreclosure Sale

17 SP 80  
Under and by virtue of the power of sale contained in a certain Deed of Trust made by Willie C. Smith to Fidelity National Title Insurance Company, Trustee(s), dated the 13th day of September, 2016, and recorded in Book RB 1139, Page 159, and Correction Affidavit in Book 1152, Page 48, in Columbus 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 Columbus 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 Whiteville, Columbus County, North Carolina, or the customary location designated for foreclosure

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sales, at 1:30 PM on March 27, 2018 and will sell to the highest bidder for cash the following real estate situated in the County of Columbus, North Carolina, and being more particularly described as follows:  
The land referred to herein below is situated in the County of Columbus, State of North Carolina, and is described as follows:  
BEING Lot #4, located on the North side of Huffham Street in the Township of Chadbourn, State of North Carolina. Being 100 feet West of S. CL. Railroad, all of Lot #4 as shown on Land Map prepared by David B. Goldston, Jr., Licensed Land Surveyor, recorded in Plat Book 43, Page 35, Columbus County Registry. Lot size is 100 by 150 by 100 by 150. Reserving the right to utility easement on west side of lot to the Town of Chadbourn. Together with improvements located thereon; said property being located at 214 Huffham Street, Chadbourn, 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 prior encumbrances of record and any recorded releases. Said property is also being sold subject to applicable Federal and State laws.

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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.hutchenslawfirm.com>  
Case No: 1210965 (FC.FAY)  
March 15, 22, 2018

LEGAL NOTICES

Local Public Notice for WENC(AM)

On March 8, 2018, an application was tendered for filing with the Federal Communications Commission by DHA Communications, Inc., licensee of Radio Station WENC(AM), Whiteville, NC, requesting consent to the assignment of the licenses of DHA Communications, Inc. to Godwin Communications, LLC.  
Larry J. Ansell is the officer and stockholder of DHA Communications, Inc. Jesse Lee Godwin is a member/manager and officer of Godwin Communications, LLC and Ethel Godwin is a member of Godwin Communications, LLC.  
Radio Station WENC(AM) operates on a frequency of 1220 MHz.  
A copy of the application, amendments and related materials is available for public inspection in WENC(AM)’s online public inspection file located at [www.fcc.gov](http://www.fcc.gov)  
March 15, 19, 22, 26, 2018

Notice of Substitute Trustee’s Sale of Real Estate

STATE OF NORTH CAROLINA  
COUNTY OF COLUMBUS  
IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
18 SP 15  
In the Matter of the Foreclosure of the Deed of Trust of George F. Phelps, Jr. and wife, Bell J. Phelps, to Linda H. Ganey, Trustee, dated October 10, 2007, and recorded October 15, 2007, in Book 909, Page 177, Columbus County Registry,  
Elizabeth Wright, Substitute Trustee, See Substitution of Trustee as recorded in Book 1171 at Page 830 of the Columbus County Registry.”  
Under and by virtue of the power and authority contained in that certain deed of trust executed and delivered by George F. Phelps, Jr. and wife, Bell J. Phelps, dated October 10, 2007, and recorded October 15, 2007, in Book 909, Page 177, Columbus County Registry (“Deed of Trust”), because of default in the failure to carry out or perform the stipulations and agreements therein contained, pursuant to the demand of the owner and holder of the indebtedness secured by said Deed of Trust, entered in this foreclosure proceeding, the undersigned, Elizabeth Wright, Substitute Trustee, will expose for sale at public auction on the 26th day of March, 2018, at 10:30 a.m. at the courthouse door of the Columbus County Courthouse, 113 Courthouse Square, Whiteville, NC 28472, the real property (including any improvements thereon) more particularly described on Exhibit A attached hereto and incorporated by reference herein. The physical address is 701 Riegel Course Rd., Riegelwood, NC 28456.  
The real 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 or 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 real 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 real property will be sold subject to any and all prior and superior deeds of trust, mortgages and liens, restrictions, easements, and other matters of record, if any, and to all unpaid ad valorem taxes and assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. Further, this real property will be sold subject to the right, if any, of the United States of America to redeem the above-described real property for a period of one hundred and twenty (120) days following the date when the final upset bid period has expired.  
Subject to applicable federal law, an Order for possession of the property may be issued pursuant to N.C. Gen. Stat. Sec. 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. If the property is single-family residential and occupied pursuant to a lease, written or oral, the provisions of N.C. Gen. Stat. Sec. 45-21.33A must be satisfied regarding the effect of foreclo-

sure on preexisting tenancy in that: unless a purchaser out of foreclosure sale will occupy the premises as a primary residence, the purchaser shall assume title subject to the rights of any tenant to occupy the premises until the end of the remaining term of the lease or one calendar year from the date the purchaser acquires title, whichever is shorter; and, in no event shall the purchaser be required to renew the existing lease, assuming the lease is such that: the tenant is not the debtor under the security instrument foreclosed or the child, spouse, or parent of the debtor; the lease is in writing, is not terminable at will, and requires the receipt of rent that is not substantially less than fair market rent for the property; and, provided that the rent has not been reduced or subsidized due to a federal or State subsidy. A purchaser shall provide a tenant in possession of the single-family residential real property notice to vacate at least 90 days before making an application for possession pursuant to N.C. Gen. Stat. Sec. 45-21.29(k) in either of the following circumstances: the tenant has an oral lease or the lease is terminable at will; or, the purchaser will occupy the premises as a primary residence.  
Any tenant who resides in residential real property containing less than 15 rental units that is being sold in a foreclosure proceeding under Article 2A of Chapter 45 of the General Statutes may terminate the rental agreement for the dwelling unit after receiving notice pursuant to N.C. Gen. Stat. 45-21.17(4) by providing the landlord with a written notice of termination to be effective on a date stated in the notice of termination 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 under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at the time that would have been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due only to the early termination of the tenancy.  
The record owners of the above-described real property as reflected on the records of the Columbus County Register of Deeds not more than ten (10) days prior to the posting of this Notice are George Franklin Phelps and wife, Bell Phelps.  
Any successful bidder may be required to deposit with the Substitute Trustee immediately upon conclusion of the sale a cash deposit of the greater of five percent (5%) of the amount of the bid or seven hundred fifty dollars (\$750.00). 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 a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance of the purchase price so bid at that time, said bidder shall remain liable as provided in North Carolina General Statute Section 45-21.30. The owner and holder of the indebtedness secured by the Deed of Trust may make a credit bid. Should the property be purchased by a third party, that party must pay the tax of Forty Five Cents (\$0.45) per One Hundred Dollars (\$100.00) required by N.C.G.S. Section 7A-308 (a)(1). This sale will be held open ten (10) days for upset bids as required by law.  
This the 28th day of February, 2018.  
s/ Elizabeth Wright  
Elizabeth Wright, Substitute Trustee  
Counsel of the Carolinas  
310 N. Front St., Ste. 4-147  
Wilmington, NC 28401  
910-200-2677  
UNDER THE FAIR DEBT COLLECTION PRACTICES ACT IT IS REQUIRED THAT I STATE THE FOLLOWING TO YOU: THIS COMMUNICATION IS FOR THE PURPOSE OF COLLECTING A DEBT AND ANY INFORMATION OBTAINED AS A RESULT OF THIS COMMUNICATION WILL BE USED FOR THAT PURPOSE.  
EXHIBIT A  
Lying and being in Ransom Township, Columbus County, North Carolina:  
Being all of that tract or parcel of land, containing 1.17 acres, more or less, as the same is shown and delineated on that “Plat of Survey for Frank Phelps, Ransom Township, Columbus County, NC”, the same bearing date of July 13, 2004, by Barry L. Barber, PLS, a copy of the same being recorded in Plat Book 76, Page 69, Columbus County Registry, reference to the same being hereby made for more particularly of description and being incorporated herein by reference.  
Subject to that reserved 30 foot easement reserved by Merla Jackson and husband, Elton Jackson, herein as shown on the plat described hereinabove.  
The above described property is the same property as conveyed in deed recorded July 23, 2004, from Merla Jackson and husband, Elton Jackson, to George Franklin Phelps and wife, Bell Phelps, recorded in Book 787, Page 244, Columbus County Registry.  
March 15, 22, 2018

17 Buick Envision Essence

#P12071

Save \$15,000



Was \$39,078

SALE \$24,078

17 Chevy Impala LT

#P12035

Save \$14,000



Was \$31,985

SALE \$17,885

17 Chevy Cruze

Premier Edition, #P12074

Save \$8,000



Was \$22,942

SALE \$14,942

17 Buick Enclave

#P12031

Save \$12,000



Was \$38,985

SALE \$26,985

16 GMC Canyon

Crew Cab



Sale Price \$22,500

05 GMC Envoy

Extended



Sale Price \$3,995

15 Jeep Cherokee



Sale Price \$13,995

11 Chevy Malibu LTZ



Sale Price \$6,995

08 Chevy Uplander



Sale Price \$2,995

13 Dodge Charger



Sale Price \$14,985

15 Nissan Versa



Sale Price \$7,995

13 Nissan Juke



Sale Price \$9,995

15 Chevy Equinox LT



Sale Price \$15,975

02 Ford Explorer



Sale Price \$3,995

11 GMC Sierra



Sale Price \$19,995

07 Ford Ranger



Sale Price \$4,995

John Donoghue

Automotive

[www.johndonoghueautomotive.com](http://www.johndonoghueautomotive.com)

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\*All prices plus tax & tags and \$299 doc fee. See dealer for details on all leases & financing options.

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