

LEGAL NOTICE

LEGAL NOTICE NORTH CAROLINA YANCEY COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION BEFORE THE CLERK 19 SP 1

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST FROM SCOTT PATRICK LACKEY AND JUDY RAY LACKEY, DATED MARCH 5, 2004, RECORDED IN BOOK 456, PAGE 348, YANCEY COUNTY REGISTRY NOTICE OF FORECLOSURE SALE

Pursuant to an order entered February 14, 2019, in the Superior Court for Yancey County, and the power of sale contained in the captioned deed of trust ("Deed of Trust"), the undersigned Substitute Trustee will offer for sale at auction, to the highest bidder for cash,

AT THE COURTHOUSE DOOR IN BURNSVILLE, YANCEY COUNTY, NORTH CAROLINA ON MARCH 15, 2019 AT 11:00 A.M.

the real estate and the improvements thereon secured by the Deed of Trust, less and except any of such property released from the lien of the deed of trust prior to the date of this sale, lying and being in Yancey County, North Carolina, and being more particularly described as follows:

All that certain parcel of land lying and being situated in the County of Yancey, State of NC, to wit:

Beginning on an iron set at a fence post located N 43 55 27 W 225.75 feet from the southwestern corner of the two-story frame dwelling house located on the herein described premises and running thence with the new line of the Grantors N 61 22 27 W 416.98 feet to an iron set; thence N 04 43 37 E 413.83 feet to an iron set at a fencepost; thence S 84 52 02 W 31.07 feet to a point, S 53 39 50 W 81.63 feet to a point, S 43 42 20 W 106.31 feet to a point, S 49 52 11 W 56.18 feet to a point, S 80 56 33 W 47.85 feet to a point, S 87 19 08 W 102.87 feet to a point in a fenceline with Mary Gillespie; thence with said fenceline S 00 44 55 W 187.21 feet to an iron set at a 6 inch Dogwood; S 24 15 29 E 91.82 feet to an iron set at a Maple Cluster; S 26 37 43 E 33.00 feet to an iron set at a 28 inch Poplar; S 31 37 41 E 134.87 feet to an iron set at an 8 inch Locust in the fenceline; S 39 09 19 E 23.60 feet to an iron set at a fencepost; S 61 17 07 E 89.13 feet to an iron set at a Cherry Cluster; S 85 46 57 E 42.00 feet to an iron set at a Locust stump; S 58 31 36 E 204.73 feet to an iron set at a fencepost; S 29 27 26 E 56.83 feet to an iron set at a fencepost; S 06 33 12 E 55.38 feet to an iron set at a Locust stump; S 23 19 53 W 199.45 feet to an iron found at a fencepost; S 38 53 34 E 79.51 feet to an iron found at a fencepost; S 51 44 51 E 166.58 feet to an iron found at a fencepost; S 58 31 56 E 130.08 feet to an iron found; S 05 36 48 E 12.27 feet to an iron set and located N 05 36 16 W 149.78 feet from an iron found on the Hopewell property; thence with the line of the Hopewell tract N 46 44 14 E 199.37 feet to an iron set at a fallen Spanish Oak; N 69 54 14 E 113.45 feet to an iron set at a Dogwood; S 68 50 46 E 263.17 feet to an iron set at the edge of the pavement of NCSR 1323; thence S 68 50 46 E 8.42 feet to a point in the centerline of NCSR 1323; thence along and with the centerline of NCSR 1323 the following courses and distances: N 19 50 44 E 11.70 feet to a point, N 12 09 16 E 18.92 feet to a point, N 04 24 30 E 27.89 feet to a point, N 04 39 17 W 28.24 feet to a point, N 13 05 31 W 42.75 feet to a point, N 19 27 24 W 44.41 feet to a point in the centerline of the road and the bridge spanning Shoal Creek; thence N 25 45 53 W 34.71 feet to a point, N 33 01 06 W 39.10 feet to a point, N 36 10 11 W 50.17 feet to a point, N 34 04 27 W 40.40 feet to a point, N 30 08 59 W 42.21 feet to a point, N 24 19 39 W 41.11 feet to a point, N 18 46 16 W 29.53 feet to a point, N 09 55 11 W 35.24 feet to a point, N 00

35 42 W 32.41 feet to a point, N 06 31 08 E 39.14 feet to a point, N 12 50 48 E 139.08 feet to a point; thence leaving the road and running with a new line of the Grantors being the line of the 7.49 acre parcel or tract of land this day conveyed to Bruce Young and wife Sheila Young and running S 60 57 39 W 21.71 feet to an iron set; S 60 57 39 W 194.35 feet to an iron set; and N 64 58 39 W 205.11 feet to the point of beginning, containing 13.72 acres by DMD, according to a map and plat of a survey by William E. Arrowood, Registered Land Surveyor, dated 6 September, 1990, and bearing the Drawing No. 90-Y-03-384. This conveyance is made subject to the right of way in favor of the North Carolina Department of Transportation for NCSR No. 1323 (Shoal Creek Road) to its full legal width as the same constitutes the eastern boundary of the premises above described.

Tax Map Reference: 080020024

Being that parcel of land conveyed to Scott Patrick Lackey from Earl S. Young, Administrator of the Estate of Ena Young, Deceased (90 E 59); and William Ralph Young, John Ray Young and wife, Juanita Young, Joyce Hope Wilson and husband, Vernon Allen Wilson, Helen Louise King and husband, Steven Vance King, Leland Bruce Young and wife, Sheila S. Young and Earl S Young and wife, Betty Young by that deed dated 08/30/1990 and recorded 09/14/1990 in deed book 225, at page 513 of the Yancey County, NC Public Registry.

Being that parcel of land conveyed to Scott Patrick Lackey and wife, Judy Ray Lackey, tenants by the entirety from Scott P. Lackey by that deed dated 08/19/1994 and recorded 08/26/1994 in deed book 258, at page 328 of the Yancey County, NC Public Registry.

The real property or its address is commonly known as 639 Shoal Creek Rd, Burnsville, NC 28714.

Subject to the North Carolina Department of Transportation highway right-of-way recorded in Book 783, Page 288, Yancey County Registry.

Less and except that portion of the subject property conveyed to Eric Lawhern and wife, Michele Lawhern by deed recorded in Book 614, Page 435, Yancey County Registry.

Subject to all easements, conditions, and rights of way of record, including the Right of Way Easement recorded in Book 227, Page 154, and the highway right of way deed to the North Carolina Department of Transportation by deed recorded in Book 703, Page 280, and Book 720, Page 201, Yancey County Registry.

In the Trustee's sole discretion, the sale may be delayed for up to one (1) hour as provided in Section 45-21.23 of the North Carolina General Statutes.

The record owner of the real property not more than ten days prior to the date hereof is Scott Patrick Lackey, Amy Ray George, Katie Scarlett Lackey, and Kyle Patrick Lackey.

A five percent cash deposit, or a cash deposit of \$750.00, whichever is greater, will be required of the last and highest bidder. The balance of the bid purchase price shall be due in full in cash or certified funds at a closing to take place within thirty (30) days of the date of sale. The undersigned Substitute Trustee shall convey title to the property by nonwarranty deed.

This sale will be made subject to all prior liens of record, if any, and to all unpaid ad valorem taxes and special assessments, if any, which became a lien subsequent to the recordation of the Deed of Trust. 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 120 days following the date when the final upset bid period has run.

The purchaser of the property described above shall pay the Clerk's Commissions in the amount of \$.45 per \$100.00 of the purchase price (up to a maximum amount of \$500.00), required by Section 7A308(a) (1) of the North Carolina General Statutes. If the purchaser of

the above described property is someone other than the Beneficiary under the Deed of Trust, the purchaser shall also pay, to the extent applicable, the land transfer tax in the amount of one percent (1%) of the purchase price.

To the extent this sale involves residential property with less than fifteen (15) rental units, including single family residential real property, you are hereby notified of the following:

a. An order for possession of the property may be issued pursuant to Section 45-21.29 of the North Carolina General Statutes 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; and

b. 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 ten (10) days, but no more than ninety (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.

This 14th day of February, 2019.

MARK A. PINKSTON,
Substitute Trustee
Mark A. Pinkston Esq.
The Van Winkle Law Firm
PO Box 7376
Asheville, NC 28801
Published March 6, 13, 2019.

LEGAL NOTICE 18 SP 61

NOTICE OF FORECLOSURE SALE NORTH CAROLINA, YANCEY COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Edward A. Wertzberger to MTNBK, LTD, Trustee, for the benefit of Carolina First Bank, which was dated August 22, 2006 and recorded on August 25, 2006 in Book 531 at Page 579, Yancey County Registry, North Carolina.

Default having been made of the note thereby secured by the said Deed of Trust and the undersigned, 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 March 14, 2019 at 11:00 AM, and will sell to the highest bidder for cash the following described property situated in Yancey County, North Carolina, to wit:

That certain tract or parcel of land being Lot No. 5 in Unit Seven (Timber Sky) in Mountain Air Country Club, located in Prices Creek Township, Yancey County, North Carolina, more particularly described as follows:

BEGINNING at the southwestern terminus of the right of way for Wormy Chestnut Road on an iron pin in the line of Lot No. 6, located S 84-56-46 W 45 feet from the southeastern terminus of such road, the point of beginning for the description of Lot No. 6, and described in Deed Book 452, page 480, Yancey County Registry, and running with the line of Lot No. 6, N 75-48-07 W 286.29 feet to an iron pin; thence with the line of premises reserved for the Old Growth Forest Preserve, N 47-23-09 W 43.27 feet to an iron pin, N 34-26-03 W 57.16 feet to an iron pin; thence with the margin of the Left Fork Greenway N 23-06-55 E 211.38 feet to an iron pin; thence with the line of Lot No. 4 S 71-20-01 E 271.76 feet to the west margin of Wormy Chestnut Road; thence with the west margin of

such road S 07-23-24 W 17.29 feet to a point, S 09-50-48 W 95.97 feet to a point, thence along the arc of a curve to the right bearing a radius of 227.83 feet and a course bearing of S 05-18-53 E 119.17 feet to a point, and thence S 20-28-33 E 25.32 feet to the BEGINNING, containing 1.771 acres. This description is according to a survey and map by Webb A. Morgan, PLS, L-1463, dated 27 October 2003, Job File No. 90018-C884. Distances in the above description are horizontal ground lengths.

This conveyance is made SUBJECT to the provisions of the Land Use Covenants, Conditions and Restrictions for the Mountain Air Country Club Community filed for public record in the office of the Register of Deeds for Yancey County on 13 August 1990, appearing of record in Yancey County Deed Book 225, pages 94 et seq.

The premises hereinabove conveyed are restricted to Land Use Class B-1 under the Covenants.

Save and except any releases, deeds of release or prior conveyances of record.

Said property is commonly known as Lot 5, Wormy Chestnut Road, Burnsville, NC 28714.

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 any and all superior liens, including taxes and special assessments. To the best of the knowledge and belief of the undersigned, the current owner(s) of the property is/are Edward A. Wertzberger.

An Order for possession of the property may be issued pursuant to N.C. Gen. Stat. § 45-21.29, in favor of the purchaser and against the party or parties 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 mortgagor has not cured the default at the time the tenant provides the notice of termination. The notice shall also state that 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 [N.C. Gen. Stat. § 45-21.16(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.

Cape Fear Trustee Services, LLC
Substitute Trustee

Attorney
W. Harris, NCSB No. 48633
Aaron Seagroves, NCSB No. 50979
Bell Carrington Price & Gregg, PLLC
Attorney for Cape Fear Trustee Services, LLC

Published March 6, 13, 2019.

LEGAL NOTICE 18 SP 66

NOTICE OF FORE- CLOSURE SALE NORTH CAROLINA, YANCEY COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by Loraine Huskins Forbes a/k/a Lorraine Huskins Forbes and Scott Forbes to Don Hobson, Trustee(s), which was dated June 15, 2005 and recorded on June 17, 2005 in Book 493 at Page 257, Yancey 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 March 21, 2019 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Yancey County, North Carolina, to wit:

A CERTAIN TRACT OR PARCELOFLANDINSOUTH TOE TOWNSHIP YANCEY COUNTY, STATE OF NORTH CAROLINA, ADJOINING THELANDSOF GILLEYAND OTHERS, AND BOUNDED AS FOLLOWS, VIZ: BEGINNING AT A MAPLE TREE IN DEWEY HUSKINS LINE, SAID STAKE BEING THE SOUTHWEST CORNER OF JAMES GILLEY'S PROPERTY AND RUNS THENCE S 46-57 W 135.0 FEET TO AN OAK TREE ON THE EAST BANK OF THE COUNTY ROAD 1174, THENCE WITH SAID ROAD N 30-41 W 217.0 FEET TO AN IRON STAKE, THENCE S 066-28 E 232.0 FEET TO THE POINT OF BEGINNING AND ALL OF THAT TRACT OR PARCEL OF LAND SITUATED IN SOUTH TOE TOWNSHIP, COUNTY OF YANCEY AND STATE OF NORTH CAROLINA ADJOINING LANDS OF LEONARD ROBINSON, BONNIE HUSKINS YOUNG, HOMER MAGIN AND OTHERS, DESCRIBED AS FOLLOWS:

BEGINNING AT LORRAINE HUSKINS FORBES CORNER AN OAK STUMP ON THE BANK OF STATE ROAD RUNNING SOUTH WITH STATE ROAD BANK 112 FEET TO LEONARD AND BETTY HUSKINS ROBINSON'S LINE, THEN NE 392 FEET TO MAGIN AND HUTCHINSON CONCRETE CORNER, THEN WITH DRIVEWAY WEST 320 FEET BACK TO MAPLE TREE CORNER, THEN SOUTH 135 FEET TO BEGINNING OAK CORNER.

LESS AND EXCEPT that certain portion of property conveyed from Lorraine Forbes, Widow to Leonard F. Robinson and wife, Betty H. Robinson by that certain Deed dated 04/01/2011 and recorded on 04/01/2011 in Book 648 at Page 6 of the Yancey County Registry, and being more particularly described by metes and bounds as follows:

BEGINNING on an iron pin set in the margin of the right of way for NCSR 1173 (Cabbage Patch Road), the northwest corner of the lands of Leonard and Betty Robinson as described at Deed Book 568, Page 349 and a corner with lands of Grantor as described at Deed Book 218, Page 98, and running with the right of way for NCSR 1173, N 17-37-05 E 112.00 feet; thence with a new line of Grantor a southeasterly direction to an iron post in the line of lands of Leonard and Betty Robinson; thence with the Robinson line

S 59-17 W approximately 112 feet to a 12-inch black gum; thence N 88-55-55 W 25.00 feet to an iron pin set; N 88-55-55 W 182.56 feet to the point of BEGINNING.

Save and except any releases, deeds of release or prior conveyances of record.

Said property is commonly known as 20 Wintergreen Patch Lane and 50 Wintergreen Patch Lane, Burnsville, NC 28714.

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 Lorraine Huskins Forbes.

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 mortgagor has not cured the default at the time the tenant provides the notice of termination [NCGS § 45-21.16(a)(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.: 17-20253-FC01
Published March 6, 13, 2019

MY Meds Medication Ministry

MY Meds Medication and Health Ministry is a local non-profit organization that provides help to Mitchell and Yancey County residents who have no prescription health plan and have to decide between buying food and buying medicine.

If you need help paying for needed prescription medications call MY Meds office at 766-6337.

Mobile Homes For Rent
 HUD approved.
 2BR & 3BR
 Call 828-284-3963

HELP WANTED

COSMETOLOGIST NEEDED at Creative Hair Designs. Booth rent: for more information contact Mary Lou at 828-208-4547.

EMPLOYMENT

Prep Cook/Pizza Maker Wanted at Mountain Chef Bistro to start immediately. Apply in person, 109 W Main Street, Burnsville after 3:00 p.m. Wednesday-Saturday. Restaurant Experience preferred. Fast-paced environment. Starting Salary dependent upon experience. You may also send resume to mountainchefbistro@gmail.com

EMPLOYMENT

CDL CLASS A DRIVERS WANTED
 Full-time drivers are needed for local and over-the-road hauls. Our trucks do not require ELD's. Located in Spruce Pine, NC. Requirements: CDL Class A license, references, and clean driving record. Benefits: vacation pay, health, dental and vision insurance available.
Contact 828-765-1733

Classifieds

AUTOS FOR RENT

FOR SALE: 2012 Harley Davidson Switchback, 14,000 miles, new tires. One owner, bought new. \$9,300 or best offer. 828-284-4407.

FOR RENT: Nice 1 and 2 bedroom apartments in Burnsville. Refrig. and stove. Call 704-575-7646.
 #4916/6-20-09un

COMMERCIAL SPACE - 1400 sq. ft., Burnsville City limits, great location, high traffic area. 704-575-7646.

NEED TO RENT NEW or used furniture, appliances, computers, TV, DVD/VCR? Call 766-8775. Free delivery. #1685/5-5un

FOR RENT: 3 bedroom, 2 bathroom, approximately 2,400 sq. ft. brick house, country setting in Pensacola area. Available now. References and security deposit required. Rent \$1,000.00 per month. Call 828-682-3317.

FOR RENT: 1 bedroom, 1 1/2 bathroom, completely furnished, washer/dryer included. \$950/month, includes Dish Network, electric and gas. 6 month - 1year lease required. 5 minutes to town. 786-457-3546.

YARD SALE

MOM AND SON'S - we are offering for sale, a side by side 2 door refrigerator freezer, it was running when we bought a house full of furniture and odds and ends', was told freezer would let ice cream get soft but not melt. Was told it may need a new thermostat? It is very clean with no scratches. We are asking \$50 for it, also 2 exercise machines, one is a volt mfg. co. 400 gravity rider in very good shape - \$35, one is a working body force, works but only fair condition. 1 home entertainment cabinet \$35, china cabinet \$75, dishes, knives, forks, spoons, dolls and lots more dishes etc. We will be selling part of her McCoy pottery, about 600 pieces. These may be seen only by APPOINTMENT ONLY - CALL 675-3035. 8:30 a.m. to 7 p.m. Also many wheat pennies also by appointment, need 1 week day notice to pickup.

MOVING SALE: Everything must go! Oak table, pie safe, Chestnut icebox, brass twin beds and much more. 1/2 mile from Helen's Restaurant in Bakersville. 386-793-9154 or 386-793-9155.

REAL ESTATE

FOR SALE: 82 +/- acre mountain farm with old house still standing and with some improvements could be used as a hunting cabin. Several springs, small stream, lots of wildlife and very private. Good stand of timber with some open overgrown fields, \$199,000. Call Green Cove Properties at 828-682-9994 for more information.

LEGAL NOTICE IN THE GENERAL COURT OF JUSTICE, YANCEY COUNTY NORTH CAROLINA SUPERIOR COURT DIVISION ADMINISTRATOR/ EXECUTOR NOTICE

Having qualified as Administratrix of the Estate of William Joseph Orr of Yancey County, North Carolina, this is to notify all persons and corporations having claims against the Estate of said deceased to present them to the undersigned on or before the 6th day of June, 2019 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment.
 This the 6th day of March, 2018.
 Verona Murphy
 16 Crowe Drive
 Ennice, NC 28623
 Published March 6, 13, 20, 27, 2019

LEGAL NOTICE IN THE GENERAL COURT OF JUSTICE, YANCEY COUNTY NORTH CAROLINA SUPERIOR COURT DIVISION ADMINISTRATOR/ EXECUTOR NOTICE

Having qualified as Administratrix of the Estate of William Joseph Orr of Yancey County, North Carolina, this is to notify all persons and corporations having claims against the Estate of said deceased to present them to the undersigned on or before the 6th day of June, 2019 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment.
 This the 6th day of March, 2018.
 Verona Murphy
 16 Crowe Drive
 Ennice, NC 28623
 Published March 6, 13, 20, 27, 2019

LEGAL NOTICE

LEGAL NOTICE NOTICE TO CREDITORS 19 E 51

All persons, firms and corporations having claims against David Phillip Hall, late of Waller County, Texas, and owning property in Yancey County, North Carolina, are hereby notified to present them to Deborah Eileen Herrera, as Ancillary Personal Representative of the decedent's estate, in care of the Alleman Law Firm, P.O. Box 276, Asheville, NC 28802, on or before the 20th day of May, 2019, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the above-named Ancillary Personal Representative.

Cynthia Alleman
 Attorney for the Ancillary Estate of David Phillip Hall
 Alleman Law Firm
 P.O. Box 276
 Asheville, NC 28802-0276
 Bar No. 20905
 Published February 20, 27, March 6, 13, 2019

LEGAL NOTICE IN THE GENERAL COURT OF JUSTICE, YANCEY COUNTY NORTH CAROLINA SUPERIOR COURT DIVISION ADMINISTRATOR/ EXECUTOR NOTICE

Having qualified as Executor of the Estate of Betty Evelyn Gouge Biddix of Yancey

ADOPT-A-PET

from the Yancey County Humane Society Animal Shelter
 "Adopt a Friend for Life"



Handsome Harley is a fun loving boy! He loves to play with other dogs and he does love his toys. He is affectionate and is looking for someone to call his very own. Oh, and this smart boy already knows how to sit!



Meet Caddie! This handsome boy is SO loving and affectionate! He has a heart that's almost as big as his head! He enjoys long sessions of cuddles and ear rubs and loves treats!

Yancey County Humane Society Shelter - 682-9510

Cane River School Road, call for complete directions.
 Hours: Monday, Tuesday, Thursday, Friday 12-5
 Saturday 12-4
 Closed Sunday and Wednesday.
 "Adoption fee includes spay/neuter, up to date vaccinations(including rabies), micro-chipping(for dogs only) Please check with the shelter for current pricing, but as always, Cats go home two for the price of one!!!"
www.yanceyanimals.petfinder.com

County, North Carolina, this is to notify all persons and corporations having claims against the Estate of said deceased to present them to the undersigned on or before the 16th day of May, 2019 or this notice will be pleaded in bar of their recovery. All persons indebted to said estate please make immediate payment.
 This the 13th day of February, 2018.
 Lewis Biddix
 273 RB Deyton Road
 Green Mtn., NC 28740
 Published February 13, 20, 27, March 6, 2019

LEGAL NOTICE ADVERTISEMENT FOR UPSET BIDS

PURSUANT TO the terms and provisions of NCGS 160A-269 Yancey County has received an offer to purchase those lands located in Yancey County, North Carolina, more particularly described as follows:
 BEING those 2 tracts of land located in the Town of Burnsville, Burnsville Township, Yancey County, North Carolina, more particularly described in a deed dated 17 January, 1978 from the Blue Ridge Hospital System, Inc. to Yancey County, recorded at Yancey County Deed Book 171, Page 167, to which reference is hereby made as if incorporated herein, so as to include, without limitation, those lands commonly known as "The Old Yancey Hospital".

The Yancey County Board of County Commissioners may accept said offer. Pursuant to the above referenced statute Yancey County is now publishing notice of said offer, which said offer has been accompanied with a deposit in the amount of \$2,102.50, which said deposit has been made with Yancey County.

The real property which is subject to the offer is that property more particularly described herein above.

The amount of the offer made for the purchase of the said property is \$42,050.00 cash or certified funds, pursuant to the terms of an Agreement for Purchase and Sale of Real Property, a copy of which is on file with, and may be obtained from, the Clerk to the Board of County Commissioners for Yancey County.

PLEASE TAKE NOTICE that within ten (10) days of the date of this publication any person may raise the bid price by not less than 10% of the first \$1,000.00 of the original bid price of \$42,050.00 and 5% of the remainder. If the bid is raised the bidder shall deposit with the Clerk to the Board of the Yancey County Board of County Commissioners 5% of the increased bid and the said Clerk shall re-advertise the offer at the increased bid amount. This procedure shall be repeated until no further qualifying upset bids are received, at which time the Yancey County Board of County Commissioners may accept the offer and sell the property to the highest bidder, or may at any time reject any and all offers including this offer.
 This the 6th day of March, 2019.

SONYA MORGAN /s/ Clerk to the Yancey County Board of County Commissioners
 Published March 6, 2019

Author of "Roaming Around Yancey"

Buying or Selling Land? Call a Specialist

Robert Towe, B.A. Biology, B.S Forestry
 30 years land sales, Hundreds of properties SOLD!
 Featuring quality farms, forest land, retreat properties. Also general land consulting, management, etc.

Mountain Acreage of WNC, Inc. 828.253.7055
mountainacreage@frontier.com
<http://www.mountain-acreage.com>

THURSTON ASSOCIATES

828-682-4552

LONG TERM RENTALS:
 Sweet 2BR/2BA townhouse, all new appliances, inc. washer, dryer & dishwasher. Sm balcony in 1 BR. New carpet in one BR. Close to Town Square, Public Library & Parkway Playhouse. Lots of storage. No pets. \$900/month.

2BR/1.5BA FARMHOUSE on Green Mtn. Drive. Remodeled w/ new cabinets & floors. Only 1/2 mile to Burnsville Town Square. Fenced yard, off street parking. Mud room, equipped kitchen, washer & dryer, laundry room w/ extra cabinets. Hardwood floors. \$900/month, no pets.

Little Switzerland: Furnished 2BR/2BA home. 1-1/2 stories over a full drive-in basement. Open floor plan, central kitchen, wrap-around decks. Second floor master suite w/sitting area. Asphalt drive. Storage space. No yard to mow! Pet friendly. \$1200/month.

EMPLOYMENT

MAYLAND COMMUNITY COLLEGE FINANCIAL SERVICES DIRECTOR

Under general supervision, the Director of Financial Services is responsible for and supervises the activities of the financial operations relating to receivable, payables, purchasing, general ledger maintenance, payroll, grants and contracts; oversees budgeting and auditing functions; develops and maintains accounting systems and controls necessary to meet local, state, and federal guidelines; and works with the VP of Administrative Services to ensure the financial integrity and operational effectiveness of the institution.

Minimum Qualification:

- Bachelor's degree in Accounting or Business Administration
- Three to five years of experience in financial administration and accounting within the community college system and knowledge of Ellucian Data System
- Supervisory experience

To apply, go to www.mayland.edu; from the red Quick Links bar choose Employment Opportunities and complete the online application.

Contact HR at 828-766-1272 if you need assistance or have questions.

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