

# Obituaries



## Burley Sturgill

Burley Sturgill, age 92, of Johnson City, passed away peacefully on Monday, March 4, 2019 at the James H. Quillen V.A Medical Center of Mountain Home, Tennessee following a brief illness. A native of Boone, North Carolina, he was a son of the late William and Tisha Osborne Sturgill. Mr. Sturgill was a U.S. Army veteran serving during World War II. He was a member of Keystone Freewill Baptist Church and retired from East Tennessee State University where he worked in the Physical Plant.

In addition to his parents, Mr. Sturgill is preceded in death by his wife, Maxie Sturgill in 2016; infant daughter, Mary Ellen Sturgill; seven brothers, Roosevelt, Ollie, Otis, Clarence, Lee, Dillard, and Fred Sturgill; five sisters, Annie Sturgill, Blanche Crisp, Maizie Martin, Lois Griffith, and Wilma Haney.

Survivors include a daughter, Janice Weaver and husband Kenneth Steven, Johnson City; a son, Rick Sturgill and wife Christina, Johnson City; four grandsons, Brian Weaver, Redmond, Washington, Tech Sgt. Joseph Weaver, US Air Force, Cambridge, England, Staff Sgt. Michael Sturgill, US Air Force, Hampton, Virginia, and Kevin Sturgill, Soldotna, Alaska; two great grandchildren, Owen and Lydia Sturgill; two sisters, Grace Canfield, Gloucester, Virginia and Betty Miller, Poquoson, Virginia. Several nieces and nephews also survive.

The funeral service for Mr. Sturgill was conducted at 2:00 p.m. Friday, March 8, 2019 in the East Chapel of Appalachian Funeral Home with Rev. Bill Greer officiating.

The graveside service and interment followed at Roselawn Memory Gardens.

The family would like to extend a special thank you to the staff of the James H. Quillen V.A Medical Center and especially the staff of the I.C.U for their outstanding care and attention shown to Mr. Sturgill.

Memories and condolences may be shared with the family at [www.appfh.net](http://www.appfh.net). Appalachian Funeral Home and Cremation Service, 800 E. Watauga Ave., Johnson City, is serving the Sturgill family.



## Steve T. Smith

Steve T. Smith, age 64, of Newland, entered into eternal rest on Friday, March 1, 2019 at Johnson City Medical Center. He was a son of the late Otie and Mildred Noblett Smith. In addition to his parents he was also preceded in death by his brother, Danny Smith and sister, Joyce Lee. Steve was a man of Christian faith. He enjoyed reading, music, and watching a little "Andy". Steve loved being a father and spending time with his family and friends.

Steve is survived by his wife of 32 years, Ruth Smith; daughter and love of his life, Deseray Smith; brothers: Mike Smith and wife, Jane, of Elk Park and Harry Buck and wife, Tommie, of Johnson City, TN and brother-in-law, Don Perkins of Charlotte. Many nieces and nephews, all of whom he claimed were his favorite, and countless friends and coworkers who he considered like family also survive.

A memorial service was held at 6 p.m. on Tuesday, March 5th at Evergreen Freewill Baptist Church in Roan Mountain, TN. Pastors John McCoury and Russell Hoilman officiated.

Donations may be made to Yancey Funeral Services to help with expenses. Online condolences may be made at [www.yanceyfuneralservice.com](http://www.yanceyfuneralservice.com)

# LEGAL NOTICE

## 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 Loraine 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 PARCELOFLAND IN SOUTH TOE TOWNSHIP YANCEY COUNTY, STATE OF NORTH

CAROLINA, ADJOINING THELANDS OF GILLEY AND 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 § 45-21.16A(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  
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File No.: 17-20253-FC01  
Published 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 Administrator 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 SUPERIOR COURT DIVISION

BEFORE THE CLERK  
FILE 18 E 000274  
NORTH CAROLINA  
YANCEY COUNTY  
IN THE MATTER OF  
THE ESTATE OF  
Stephen Alexander Proffitt  
Deceased  
NOTICE TO  
CREDITORS AND  
DEBTORS

Having qualified as Administrator of the Estate of Stephen Alexander Proffitt deceased, late of Yancey County, North Carolina, this is to notify all persons, firms and corporations having claims against the said Estate to present such claims to the undersigned on or before the 28 day of May, 2019, or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate will please make immediate payment.

This, the 21st day of February, 2019.

Megan Heathman  
c/o Brian Elston Law  
95 Charlotte Street  
Asheville, NC 28801  
(828) 575-9700  
Published February 27, March 6, 13, 20, 2019

## LEGAL NOTICE IN THE GENERAL COURT OF JUSTICE, YANCEY COUNTY NORTH CAROLINA SUPERIOR COURT DIVISION

ADMINISTRATOR/  
EXECUTOR NOTICE  
Having qualified as Administrator 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 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 Yancey County Schools Seeks Input from Private Schools for Federal Programs Funding Application

On Thursday, March 21st at 8:30 am, Yancey County Schools will hold a meeting for Private Schools as they begin to plan their Title I, II, III, IV, and 21st CCLC Federal Grant programs for the 2019-20 school year. Qualifying private schools within the area may be eligible to apply for these federal funds.

Private School eligibility information is available at the US Department of Education website, <http://www2.ed.gov/programs/titleiparta/index.html>, or by contacting Heather M. Cox, Yancey County Schools Federal Programs Director, P.O. Box 190, Burnsville, NC 28714 or by phone at 828.682.6101 ext. 109.

Published March 13, 20, 2019

## LEGAL NOTICE YCS Federal Programs Annual Public Input Meeting

On Thursday, March 21st at 9:30 am, Yancey County Schools will hold their Annual Federal Programs Public Input Meeting at the Yancey County Schools Board of Education Office, 100 School Drive in the YCS Board Room. The purpose of the meeting is to receive public input, provide updated information, and discuss the Title I, II, III, IV, and 21st CCLC planning documents for the 2019-20 school year. This will include a review of the Parent and Family Engagement initiatives in each federal program.

If you have questions concerning a particular school's Federal Program resources or the overall district programs, please feel free to call the Federal Programs Director at YCS Central Office, 682-6101 (ext. 109). We look forward to seeing community stakeholders on March 21st.

Published March 13, 20, 2019