

The Pilot 20 Feb 2021

FORECLOSURE 20 SP 170 WOODLAKE

Details for FORECLOSURE 20 SP 170 WOODLAKE

10 hrs ago

LEGAL NOTICE
NOTICE OF FORECLOSURE SALE
20 SP 170

Under and by virtue of the power of sale contained in a certain Deed of Trust made by Woodlake CC Corp. to D.T. Scarborough III, Trustee(s), dated the 24th day of April, 2017, and recorded in Book 4804, Page 547, in Moore 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 Moore 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 Carthage, Moore County, North Carolina, or the customary location designated for foreclosure sales, at 10:00 AM on February 25, 2021 and will sell to the highest bidder for cash the following real estate situated in the County of Moore, North Carolina, and being more particularly described as follows:

All properties described in the following conveyances:

Deed Book 474 Page 900; Deed Book 482 Page 36 (as potentially corrected by Deed Book 525 Page 437); Deed Book 536 Page 162; Deed Book 541 Page 273; Deed Book 544 Page 780; Deed Book 551 Page 558; Deed Book 590 Page 239; Deed Book 627 Page 606; Deed Book 657 Page 451; Book 1030 Page 232; Book 1031 Page 295; Book 1059 Page 171; Book 1082 Page 36; Book 1087 Page 531; Book 1131 Page 193; Book 1313 Page 189; Book 1349 Page 303; Book 1437 Page 431; and Book 1523 Page 78; the descriptions of which (including exceptions) are incorporated herein by reference (the "Property").

EXCEPTING, HOWEVER, from the above descriptions, all separately numbered or identified Lots (Including Shore Villa Lots) as shown on the various recorded plats of Lake Surf, Incorporated, and/or Woodlake Country Club and/or Woodlake Partners, LLC, (or by its predecessor prior to conversion, Woodlake Partners, Limited Partnership) and any tracts, parcels or lots subsequently conveyed from any of the parcels described in the above conveyances and not subsequently re-acquired (or if re-acquired, then subsequently conveyed and not re-acquired again) prior to the acquisition of all the above-described properties by Woodlake CC Corp. ^{SEP}_{SEP} The above described property being the same property as described and conveyed to Woodlake CC Corp. in a deed recorded on May 29, 2015 in Book 4496, Page 287 Moore County Registry.

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.

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 LLP

P.O. Box 1028

4317 Ramsey Street

Fayetteville, North Carolina 28311

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Case No: 1316305 (FC.FAY)

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Categories

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