

NORTH CAROLINA
PASQUOTANK COUNTY

FILED IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2017 SEP 12 A 11:18

BEFORE THE CLERK
17 SP 104

IN THE MATTER OF THE
FORECLOSURE OF A DEED OF TRUST
FROM EMILY H. MCCARTHY AND
HUSBAND, JOHN GILCHRIST
MCCARTHY, DATED JANUARY 29,
2008, RECORDED IN BOOK 1006, PAGE
179, PASQUOTANK COUNTY REGISTRY

NOTICE OF FORECLOSURE SALE

Pursuant to an order entered September 12, 2017, in the Superior Court for Pasquotank 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
ELIZABETH CITY, PASQUOTANK COUNTY, NORTH CAROLINA
ON OCTOBER 16, 2017,
AT 10:00 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 Pasquotank County, North Carolina, and being more particularly described as follows:

Being Lot 1 of that certain map or plat recorded in Map Book 42,
Page 41 of the Pasquotank County Public Registry.

This being a portion of the lands acquired by Emily H. McCarthy by Deed recorded in Book 934, Page 538 of the Pasquotank County Public Registry and shown on that certain map or plat entitled "Paul F. White Heirs", recorded in Map Book 26, Page 27 of the Pasquotank County Public 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 Emily H. McCarthy nka Emily Marian Hurdle.

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 non-warranty 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 7A-308(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.

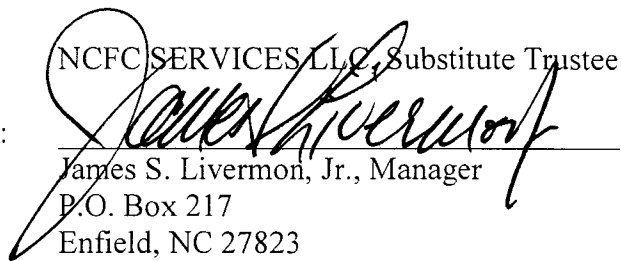
To the extent this sale involves residential property with less than fifteen (15) rental units, you are hereby notified of the following:

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 12th day of September, 2017.

Posted 9/12/17
Windward Sales By:
Asst

NCFC SERVICES LLC, Substitute Trustee

James S. Livermon, Jr., Manager
P.O. Box 217
Enfield, NC 27823
Telephone: (252) 445-5188