

Legal Notices

09 SP 457 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, PENDER COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by DOROTHY R ROYAL aka DOROTHY ROYAL AND RICHARD ROYAL aka RICHARD ROYAL, MARRIED TO EACH OTHER to PRLAP, INC., Trustee(s), which was dated December 20, 2006 and recorded on December 20, 2006 in Book 3126 at Page 250, Pender 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, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on February 3, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Pender County, North Carolina, to wit:

BEGINNING at a point in the southern edge of Atkinson Point Drive said point being located 20 feet in a southwestwardly direction along the edge of said drive from the northeasternmost point of Lot #56 as shown on map of Atkinson Point Subdivision, which map is recorded in Map Book 4 at Page 102, of the Pender County Registry, and running thence from said point of beginning in a southeastwardly direction and parallel to the easternmost and westernmost lines of said lot #56 to the highwater mark of the sound as shown on said map, and running thence in a northeastwardly direction with the highwater mark of said sound 30 feet to a point in the highwater mark of said sound, said point being located in a northeasterly direction 10 feet from the southeasternmost corner of said lot #56 and running thence in a northwesterly direction and parallel to the easternmost line of said lot 56 to a point in the southern edge of Atkinson Point Drive and running thence from said point in a southwestwardly direction and along the southern edge of Atkinson Point Drive 30 feet to the point of beginning, the same being a portion of lot 57 and a portion of Lot 56, all as shown on the map of Atkinson Point Drive.

ALSO CONVEYED HEREIN IS THE FLOATING DOCK APPURTENANT TO THE ABOVE DESCRIBED PROPERTY.

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

Said property is commonly known as 530 Atkinson Point Road, Surf City, NC 28445.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45c) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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.

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 Dorothy Royal and husband, Richard Royal.

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 upon 10 days' written notice to the landlord. 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.

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.

Substitute Trustee
Brock & Scott, PLLC
Jeremy B. Wilkins, NCSB No. 32346
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No.: 09-22125-FC01
#4038 1/20, 1/27/10

Legal Notices

09 SP 458 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, PENDER COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by DOROTHY ROYAL AND HUSBAND, RICHARD ROYAL to PRLAP, INC., Trustee(s), which was dated December 20, 2006 and recorded on December 20, 2006 in Book 3126 at Page 265, Pender 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, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on February 3, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Pender County, North Carolina, to wit:

Being all of Lot 82 as shown on that map entitled, "Lot Recombination of Lots 82 & 84, Atkinson Point", recorded in Map Book 36, Page 136 of the Pender County Registry, reference to which is hereby made for a more complete and accurate description.

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

Said property is commonly known as Lot 82 Atkinson Point Road, Surf City, NC 28445.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45c) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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.

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 Dorothy Royal.

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 upon 10 days' written notice to the landlord. 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.

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.

Substitute Trustee
Brock & Scott, PLLC
Jeremy B. Wilkins, NCSB No. 32346
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No.: 09-22122-FC01
#4037 1/20, 1/27/10

09 SP 498 NOTICE OF FORECLOSURE SALE NORTH CAROLINA, PENDER COUNTY

Under and by virtue of a Power of Sale contained in that certain Deed of Trust executed by FRANK FLYNN, AN UNMARRIED MAN to STEPHAN AVERY, Trustee(s), which was dated March 15, 2002 and recorded on March 20, 2002 in Book 1858 at Page 39, Pender 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, Brock & Scott, PLLC, having been substituted as Trustee in said Deed of Trust, 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 of the county courthouse where the property is located, or the usual and customary location at the county courthouse for conducting the sale on February 3, 2010 at 10:00AM, and will sell to the highest bidder for cash the following described property situated in Pender County, North Carolina, to wit:

Legal Notices

LOT 54, SECTION 6, WASHINGTON ACRES SUBDIVISION, AS SHOWN ON PLAT RECORDED IN MAP BOOK/CABINET 8, PAGE 92, PENDERS COUNTY REGISTRY, STATE OF NORTH CAROLINA.

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

Said property is commonly known as 105 Circle Drive, Hampstead, NC 28443.

Third party purchasers must pay the excise tax, and the court costs of Forty-Five Cents (45c) per One Hundred Dollars (\$100.00) pursuant to NCGS 7A-308(a)(1). 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.

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 All Lawful Heirs of Francis P. Flynn.

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 upon 10 days' written notice to the landlord. 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.

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.

Substitute Trustee
Brock & Scott, PLLC
Jeremy B. Wilkins, NCSB No. 32346
5431 Oleander Drive Suite 200
Wilmington, NC 28403
PHONE: (910) 392-4988
FAX: (910) 392-8587
File No.: 09-23660-FC01
#4035 1/20, 1/27/10

State of North Carolina County of Carteret In the General Court of Justice District Court Division File 09 JT 35

In the matter of:
EEVA MICHELLE IRWIN,
d.o.b. July 29, 2008

TO: The father of a female juvenile born on or about July 29, 2008 in Morehead City, North Carolina to Michelle Elizabeth Irwin Hymel Michael Goza and/or any unknown father, Respondent(s)

Take Notice that a Petition seeking to terminate the parental rights of the Respondent has been filed.

Respondent is directed to answer the Petition no later than February 19, 2010, said date being thirty (30) days from the first publication of this notice, and upon your failure to do so, the party seeking service against you will apply to the Court for the relief sought.

Respondent's parental rights to the juvenile will be terminated upon failure to answer the Petition within the time prescribed.

This the 20th day of January, 2010.
Sundee G. Stephenson
Schulz Stephenson Law
Attorney for Petitioner
State Bar No.28100
4050-D Arendell Street
Morehead City, NC 28557
Telephone: (252) 808-3344
(1-20; 1-27; 2-3)
#4031 1/20, 1/27, 2/3/10

Notice to Creditors and Debtors STATE OF NORTH CAROLINA, PENDER COUNTY IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION

Having qualified as Executrix of the estate of Jimmie Lewis, deceased, of Pender County, This is to notify all persons having claims against the estate of said decedent, Jimmie Lewis, to present them to the undersigned on or before April 21, 2010 at 311 W. Wallace St., Apt. 317, Burgaw NC 28425, or be barred from recovery. All persons indebted to said estate, please make immediate payment.

This the 6th day of January, 2010.
Helen L. Martin
311 W. Wallace St.
Apt. 317
Burgaw NC 28425
#4014 1/13, 1/20, 1/27, 2/3/10

PENDER COUNTY'S

2010 BUSINESS & INDUSTRIAL REVIEW



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4402 Shipyard Blvd. 910-452-7000 www.medachealth.com

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In every community, a service such as Southern Metals Recycling is one of the most indispensable of institutions. It was originally founded by people who, realizing our area's need for this vital service, set out to provide the best in this field. At Southern Metals Recycling, you'll find people who take a genuine interest in serving your needs.

Dedicated to the proposition that the customer must come first, Southern Metals Recycling fair and honest dealing with people from all walks of life and their outstanding service have made them a major contributor to the growth, prosperity and to the health of our local Ecology.

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