

Box # 141

POSTED
FILED SP 696

NOTICE OF SUBSTITUTE TRUSTEE'S SALE OF REAL ESTATE FEB 22 AM 10:17

By authority contained in that certain deed of trust executed by Shannon M. Rohden ("Grantor"), and recorded on June 2, 2017 in Book 3350, Page 3046 of the Forsyth County Public Registry ("Deed of Trust"); that certain Substitution of Trustee recorded on October 8, 2021, in Book 3646, Page 4460, of the Forsyth County Public Registry; by that Order of the Clerk of Superior Court of Forsyth County entered on February 21, 2022, following a hearing pursuant to the provisions of Article 2A of Chapter 45 of the North Carolina General Statutes; and at the demand of the holder of the Deed of Trust ("Holder") due to a default in the payment of indebtedness secured by the Deed of Trust, the undersigned Substitute Trustee will offer for sale to the highest bidder at the area designated for public sales at the Forsyth County Courthouse, 200 N MAIN STREET, WINSTON-SALEM, North Carolina, on **MARCH 22, 2022 at 10:00 a.m.** the real estate located in Forsyth County, North Carolina being more particularly described as follows (the "Property"): FORSYTH COUNTY, NC
BY: Shannon M. Rohden

BEING KNOWN AND DESIGNATED as Lot 15 as shown on the Map of Westland – Sec No. 3 as recorded in Plat Book 26 Page 174 in the office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

The record owner(s) of the Property as reflected in the records of the Forsyth County Public Registry not more than ten (10) days prior to the posting of this Notice is: Shannon M. Rohden.

Pursuant to North Carolina General Statutes Section 45-21.8, the sale of the Property may be made by whole or by tract in the discretion of the Substitute Trustee. Further, the Substitute Trustee may offer for sale any and all personal property as permitted by the Deed of Trust in accordance with North Carolina General Statutes Sections 25-9-604, 25-9-610, and 25-9-611, in whole, as individual items, or together with the Property as the Substitute Trustee determines is appropriate in the Substitute Trustee's sole discretion. This notice is intended to comply with the requirements of North Carolina General Statutes Sections 25-9-607 and 25-9-613 providing for the disposition of personal property in connection with a foreclosure of real property. Grantor is entitled to and may request an accounting of the unpaid indebtedness secured by the Deed of Trust.

The highest bidder at the sale may be required to make a cash deposit with the Substitute Trustee of up to five (5%) percent of the bid, or \$750.00, whichever is greater, at the time the bid is accepted. Any successful bidder shall be required to tender the remaining balance of the successful bid amount in cash or certified funds at the time the Substitute Trustee tenders to such bidder, or attempts to deliver to such bidder, a deed for the Property. Should such successful bidder fail to pay the full balance of the successful bid at that time, that bidder shall remain liable on the bid as provided by North Carolina General Statutes Section 45-21.30.

The Property is being sold subject to all prior and superior: (i) deeds of trust, (ii) liens, (iii) unpaid taxes, (iv) restrictions, (v) easements, (vi) assessments, (vii) leases, and (viii) other matters, if any, which, as a matter of law, survive the foreclosure of the Deed of Trust, provided


that the inclusion of this clause in this Notice of Substitute Trustee's Sale of Real Estate shall not be deemed to validate or otherwise give effect to any such matter or other right which, as a matter of law, does not survive the foreclosure of the Deed of Trust.

The Property is being sold "AS IS, WHERE IS." Neither the Substitute Trustee, Holder, nor the officers, directors, attorneys, employees or authorized agents or representatives of either Substitute Trustee or Holder make any warranty relating to title, possession, quiet enjoyment, or any physical, environmental, health or safety conditions existing in, on, at or relating to the Property and any and all responsibilities or liabilities arising out of or in any way related to such conditions are expressly disclaimed.

An order for possession of the property may be issued pursuant to North Carolina General Statutes Section 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 this notice of sale, terminate the rental agreement by providing written notice of the 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 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.

The sale will be reported to the Court and will remain open for advance or upset bids for a period of ten (10) days. If no advance bids are filed with the Clerk of Court, the sale will be confirmed.

This the 15th day of February, 2022.


Hendrick Bryant Nerhood & Sanders, LLP
Substitute Trustee
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