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STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

700 NOTICE OF SUBSTITUTE TRUSTEE'S
FORECLOSURE SALE OF REAL PROPERTY
FORSYTH COUNTY, C.S.C.

Under and by virtue of an order of the Clerk of Superior Court of Forsyth County, North Carolina authorizing foreclosure in Special Proceeding No. 08 SP 525 entitled "In the Matter of the Foreclosure of the Deed of Trust from Page Construction Co., Inc." which deed of trust was recorded in Book 2681, at Page 3525, in the Office of the Register of Deeds of Forsyth County, North Carolina (the "Deed of Trust") and the power and authority contained in the Deed of Trust; and after a hearing pursuant to the provisions of Article 2A of Chapter 45 of the General Statutes of the State of North Carolina; and because of default in the payment of the indebtedness secured by the Deed of Trust and failure to carry out or perform the stipulations and agreements therein contained and pursuant to the demand of the owner and holder of the indebtedness secured by said Deed of Trust, the undersigned, Alan E. Ferguson, Substitute Trustee, will expose for sale at public auction to the highest bidder for cash on the **11th day of June, 2008, at 12:00 P.M.** door of the Forsyth County Courthouse, 201 N. Main Street, Winston-Salem, Forsyth County, North Carolina (Second Floor Lobby, outside of Room 243), the following described real property (including any improvements thereon):

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.**

Certain tract or parcel of said property being believed, without representation or warranty, to be commonly known by the following address:

Block 2620 Lot 011N on Robbins Court and Hummingbird Drive in Winston-Salem, N.C.

The record owner of the above-described real property as reflected on the records of the Forsyth County Register of Deeds not more than ten (10) days prior to the posting of this Notice is **PAGE CONSTRUCTION CO., INC.**

TERMS OF SALE:

Should the property be purchased by a third party, that purchaser must pay, in addition to the amount bid, the following items: (i) the tax required by N.C. Gen. Stat. Section 7A-308(a)(1) of Forty-five Cents (45¢) per One Hundred Dollars (\$100) of the bid amount up to a maximum tax of Five Hundred Dollars (\$500), (ii) the excise tax on conveyances required by N.C. Gen Stat. Section 105-228.28 et seq. of One Dollar (\$1) per Five Hundred Dollars (\$500) or fractional part thereof of the bid amount, and (iii) unpaid ad valorem taxes.

Pursuant to North Carolina General Statutes Section 45-21.10(b), and the terms of the Deed of Trust, any successful bidder may be required to deposit with the Trustee immediately upon conclusion of the sale a cash deposit not to exceed the greater of five (5%) percent of the amount of the bid or \$750. Any successful bidder shall be required to tender the full balance purchase price so bid in cash or certified check at the time the Trustee tenders to him a deed for the property or attempts to tender such deed, and should said successful bidder fail to pay the full balance purchase price so bid at that time, he shall remain liable on his bid as provided for in North Carolina General Statute Section 45-21.30(d) and (e).

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 Substitute Trustee nor the holder of the note secured by

the Deed of Trust, or both, being foreclosed, nor the officers, attorneys, employees, agents, or authorized representatives of either the Trustee or the holder of the note make any 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 are expressly disclaimed. The property is being sold subject to all prior liens, unpaid taxes, matters of survey, restrictions, encumbrances, leases and easements of record, and assessments, if any.

This sale will be held open ten (10) days for upset bids as required by law.

SPECIAL NOTICE FOR LEASEHOLD TENANTS: If you are a tenant in the property, be advised that an Order for Possession of the property may be issued in favor of the purchaser. Also, if your lease began or was renewed on or after October 1, 2007, be advised that you may terminate the rental agreement upon 10 days written notice to the landlord. You may be liable for rent due under the agreement prorated to the effective date of the termination.

This the ___ day of _____, 2008.



Alan E. Ferguson, Substitute Trustee
314 N. Church St
Greensboro, North Carolina, 27401
Telephone: (336) 478-3261

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING at an iron stake in the west line of Robin Trails at the present end of the center of Hummingbird Drive, said point being North 10-20 East 307.06 feet from the southeast corner of the former M. E. Robbins property with Thomas L. Barber in the north line of J. Q. Arant; thence along the center of a right of way easement, South 89-15 West 214.25 feet to a point in the center of the 60 right of way easement hereinafter described, a new corner of Dee C. Robbins; thence along the center of said right of way easement North 6-2 East 229.65 feet to a point in said 60 foot right of way easement, corner of W. E. Robbins; thence along a new line of W. E. Robbins, North 87-17 East 233.5 feet, more or less, to an iron stake in the west line of the Robin Trails subdivision, and thence South 10-20 West 240.59 feet to the point of BEGINNING.

There is conveyed herewith and the foregoing property is subject to a 60 foot right of way easement for ingress and egress from Robbins Road to the above-described property described as follows: extending 30 feet in width on both sides from the center of said 60 foot right of way easement along two lines, the first beginning in the south margin of Robbins Road at a point South 64-01 West 100 feet and South 68-29 West 130 feet from the northeast corner of Oscar L. Robbins in said road; thence South 18-03 East 207.73 feet and South 6-02 West 984.65 feet to a point intersecting with a second line, said point being South 89-15 West 214.25 feet from the east line of the M. E. Robbins property and end of Hummingbird Drive and the second line beginning in said east line of the M. E. Robbins property at the end of Hummingbird Drive and running South 89-15 West 439.0 feet to a point in the west line of the M. E. Robbins property and east line of Hattie R. Weavil.