

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

JERRY MANNER
JUNE 30 11:28
BRUNSWICK COUNTY N. C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
BEFORE THE CLERK

FILE NUMBER: 08 SP 216

BY W.M.
IN THE MATTER OF THE FORECLOSURE
OF LAND COVERED BY THAT CERTAIN
DEED OF TRUST GIVEN BY
PATRICIA MILES and spouse, SEAN MILES

TO SOUTHLAND ASSOCIATES, INC., Trustee
AND SUBSEQUENTLY JERRY A. MANNER, JR.,
SUBSTITUTE TRUSTEE FOR SUNTRUST BANK,
successor to merger with Central Carolina Bank,

AMENDED
NOTICE OF TRUSTEE'S SALE

DATED: April 20, 2005
Recorded in Book 2129, Page 1093
Brunswick County Registry

AMENDED NOTICE OF TRUSTEE'S SALE

BY VIRTUE of authority contained in a certain Deed of Trust from **PATRICIA MILES and spouse, SEAN MILES**, to **SOUTHLAND ASSOCIATES, INC.**, Trustee, and subsequently to **Jerry A. Manner, Jr.**, Substitute Trustee, dated April 20, 2005 and recorded in Book 2129, Page 1093, of the Brunswick County Registry, and by virtue of the Order of the Clerk of Superior Court of Brunswick County, North Carolina, pursuant to Chapter 45 of the General Statutes of North Carolina, default having been made in the payment of the indebtedness thereby secured, I will on **THURSDAY, JUNE 26, 2008 at 1:15 P.M.** at the Courthouse Door of the Brunswick County Courthouse in Bolivia, North Carolina offer for sale at public auction to the highest bidder for Cash, the following described lands:

BEING ALL OF LOT 17, BLOCK K, OF OAK ISLAND (FORMERLY YAUPON BEACH) NORTH CAROLINA, AS SHOWN ON A MAP RECORDED IN MAP BOOK 4, PAGE 40, BRUNSWICK COUNTY REGISTRY, SAID LOT HAVING THE METES, BOUNDS AND LOCATION AS SHOWN ON SAID MAP.

The above-described property contains the land and improvements together with all the appurtenances and fixtures thereunto appertaining of **PATRICIA MILES and spouse, SEAN MILES**

and is more commonly referred to as **Lot 17, Block K, KEZIAH STREET, OAK ISLAND, NORTH CAROLINA.**

To the best of the knowledge and belief of the undersigned the current owner(s) of the property is/are PATRICIA MILES and spouse, SEAN MILES.

The terms of the sale are as follows: A cash deposit of the greater of five percent (5%) of the amount bid or seven hundred fifty (\$750.00) dollars will be required at the sale; balance due upon delivery of the Deed. Any successful bidder shall be required to tender the full balance of the 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. This sale will be held open for ten (10) days for upset bids as required by law.

NOTICE TO OCCUPANTS:

1. That 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.

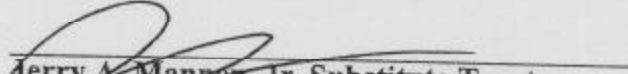
2. Any tenant who resides in a residential real property containing less than 15 rental units that is being sold in a foreclosure proceeding who occupies the property pursuant to a rental agreement entered into or renewed on or after October 1, 2007, may, after receiving the notice of sale, terminate the rental agreement upon 10 days' written notice to the landlord. Such termination shall be by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is at least 10 days after the date of the notice of sale. Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at the time that would have been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due only to the early termination of the tenancy.

This sale will be made subject to all outstanding and unpaid taxes and all prior liens of record and any assessments that may be due or past due. 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 and the property will be sold "AS IS", "WHERE IS".

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 for such inability to convey include, but are not limited to, the filing of Bankruptcy prior to the completion of the sale and/or the reinstatement of the loan.

This the 30 day of May, 2008.


Jerry A. Mannen, Jr. Substitute Trustee
102 N. Fifth Avenue, Wilmington, NC 28401
(910) 762-2421

YOW, FOX & MANNEN, L.L.P.
ATTORNEYS AT LAW
PUBLISH: Wednesday, June 18, 2008; and, June 25, 2008