

STATE OF NORTH CAROLINA

COUNTY OF CHOWAN

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

BEFORE THE CLERK

18 SP 29

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY E.W. WILSON PROPERTIES, LLC, DATED AUGUST 21, 2008 AND RECORDED IN BOOK 400, PAGE 13, CHOWAN COUNTY REGISTRY, TO GBTC, INC., TRUSTEE. W. BROCK MITCHELL, SUBSTITUTE TRUSTEE.

NOTICE OF FORECLOSURE SALE

Under and by virtue of the power of sale contained in that certain Deed of Trust executed by E.W. Wilson Properties, LLC, dated August 21, 2008 and recorded in Book 400, Page 13, Chowan County Registry, North Carolina, default having been made in payment of the Note thereby secured and the necessary findings to permit foreclosure having been made by the Asst. Clerk of Superior Court of Chowan County, North Carolina, the undersigned W. Brock Mitchell, Substitute Trustee, will offer for sale at public auction to be conducted at 107 Marine Drive, Edenton, North Carolina 27932 on August 2, 2018 at 12:30 PM, the property conveyed in said Deed of Trust identified above, which description is incorporated by reference herein as amended, modified or supplemented by other instruments, if any, recorded subsequent to the Deed of Trust in the Chowan County Registry and will sell to the highest bidder for cash the following real estate:

Parcel No. five, 2.00 Acres, as shown and delineated on map entitled "A Survey and Plat for the Town Edenton", by Josiah A. Webb, III, Surveyor, dated July 10, 1997, recorded in Plat Cabinet 1 at Slide 166-C, reference to which is made for complete description, and being the property described in a deed to Stephen Mizell and wife, Lovey Mizell, recorded in Book 259 at Page 288.

TOGETHER WITH a perpetual easement and right of way providing ingress and egress over and along the proposed and existing roadways as shown on the map recorded in Plat Cabinet 1 at Slide 166-C.

SUBJECT TO the Protective Provisions and Covenants of the Edenton-Chowan Industrial Park recorded in Book 231 at Page 712, and the specific reservations, restrictions and provisions recited in the Deed to Stephen Mizell and Lovey Mizell recorded in Book 259 at Page 288 (the "Premises").

For Informational Purposes Only: 107 Marine Drive, Edenton, North Carolina
Tax ID #781300764604

TOGETHER with the improvements located thereon and appurtenances thereto.

The record owner of the above-described real estate as reflected on the records of the Chowan County Register of Deeds not more than ten (10) days prior to the posting of this Notice of Sale is E.W. Wilson Properties, LLC.

The terms of sale are:

Bidder Registration: All bidders must be registered with Atlantic Asset Management Group, Inc. (the "Auctioneer") prior to participating in onsite bidding ("Onsite Bidder") or online bidding ("Online Bidder") and will be subject to certain bidding requirements of the Auctioneer. To register, please contact the Auctioneer: Atlantic Asset Management Group, Inc., 1195 Lance Road, Norfolk, VA 23502, 757-461-6867; info@atlanticremarketing.com.

Registration Deposit: At the time of registration, all bidders must submit a refundable cash deposit, certified funds, cashier's check or wire transfer to the Auctioneer in the amount of \$2,500.00 made payable to the bidder as the payee ("Registration Deposit") and will receive a receipt.

Buyer's Premium: A buyer's premium shall be added to the successful bid and included in the full balance purchase price ("Purchase Price"). The Buyer's Premium for an Onsite Bidder shall be ten percent (10%) of the successful bid and for an Online Bidder shall be thirteen percent (13%) of the successful bid.

Bidder's Deposit: The property will be sold for cash to the highest bidder, whether an Onsite Bidder or Online Bidder, and a cash deposit, certified funds or a cashier's check (no personal checks) made to the order of W. Brock Mitchell, Trustee, which shall be in the amount of five percent (5%) of the highest bid or seven hundred fifty dollars (\$750.00), whichever is greater (the "Bidder's Deposit"), and will be required at the time of the sale whether the highest bidder is an Online Bidder or an Onsite Bidder. The Bidder's Deposit will be credited to the successful bidder at closing.

Participating Broker: Commission to a participating licensed real estate broker or agent (the "Broker"), if any, whose client is ultimately the successful bidder, shall be paid at closing as long as Broker submits to Auctioneer forty-eight hours prior to the sale by mail or fax the Broker's Registration Form and Agency Disclosure Statement. Brokers must accompany their clients to the sale. No commission will be paid to brokers on any sale to an entity of which (or of any affiliate of which) the broker is a principal, employee, affiliate, shareholder or immediate family member.

Closing: Within thirty (30) days of the end of the upset bid period, time being of the essence, any successful bidder shall be required to tender the Purchase Price at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should the successful bidder fail to pay the Purchase Price at that time, he shall remain liable on his bid as

provided for in N.C.G.S. §45-21.30 (d) and (e). The owner and holder of the indebtedness secured by the Deed of Trust may make a credit bid.

The terms of sale are that the property will be sold for cash to the highest bidder and 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. Any successful bidder shall be required to tender the full balance purchase price at the time the Substitute Trustee tenders to him a deed for the property or attempts to tender such deed, and should the successful bidder fail to pay the full balance purchase price at that time, he shall remain liable on his bid as provided for in N.C.G.S. §45-21.30 (d) and (e). The owner and holder of the indebtedness secured by the Deed of Trust may make a credit bid.

The Substitute Trustee may in his discretion, subject to the provisions of N.C.G.S. §45-21.8 and §45-21.9, sell the property as a whole or in separate lots as described in the Deed of Trust, or by each method to determine the highest price.

This 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/security agreement, or both, being foreclosed, nor the officers, directors, attorneys, employees, agents or authorized representative of either the Substitute Trustee or other holder of the note make any representation 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 any and all responsibilities or liabilities arising out of or in any way relating to any such condition expressly are disclaimed. Also, this property is being sold subject to any unpaid taxes, special assessments, restrictions and easements of record, prior liens, any transfer taxes associated with the foreclosure, and prior liens or encumbrances of record, any recorded releases, any tax required to be paid pursuant to N.C.G.S. §7A-308(a)(1), and the sale will be further subject to the right, if any, of the United States of America to redeem the property for a period of 120 days following the confirmation of the sale. The sale will be held open for ten (10) days for upset bids as required by law.

If the Substitute 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 Substitute Trustee. If the validity of the sale is challenged by any party, the Substitute 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.

Additional Notice to Tenants, Occupants, and Parties in Possession Where the Property is residential real property with less than 15 rental units:

Subject to applicable notice requirements, 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. If an order for possession is issued, you may be required to vacate the Property.

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 not 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 such 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 IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, except as stated below in the instance of bankruptcy protection.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO A STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This 11th day of July, 2018.

 (SEAL)
W. Brock Mitchell, Substitute Trustee
Hornthal, Riley, Ellis & Maland, LLP
301 East Main Street
Elizabeth City, NC 27909
Phone: 252-335-0871