

NORTH CAROLINA )  
 )  
DAVIE COUNTY )

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
BEFORE THE CLERK  
08 SP 16

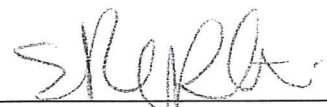
In the Matter of the Foreclosure of the Deed of Trust  
executed by Westside Chrysler Dodge Jeep, Inc.,  
Trustor(s) in Deed of Trust recorded in Book 465, at  
Page 621, Davie County Registry

FILED  
2008 APR 30 11:11:50  
DAVIE COUNTY C.S.C.  
BY AK

SECOND POSTPONEMENT OF SALE

Pursuant to North Carolina General Statutes Section 45-21.21, at the request of the lender, and for good cause shown, the public sale of the land conveyed in the aforesaid Deed of Trust, as originally scheduled for March 28, 2008, was then postponed to April 30, 2008 and has now been postponed to May 22, 2008, at 12:00 Noon, at the Courthouse door in Mocksville, Davie County, North Carolina.

This the 30 day of April, 2008.



Elizabeth M. Repetti  
Substitute Trustee  
P.O. Box 21029  
Winston-Salem, NC 27120  
336-722-3700

STATE OF NORTH CAROLINA

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NOTICE OF SALE

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COUNTY OF DAVIE

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UNDER AND BY VIRTUE of the power of sale contained in that certain Deed of Trust executed by Westside Chrysler Dodge Jeep, Inc., dated February 14, 2003, and recorded in Book 465 at page 621 in the Office of the Register of Deeds of Davie County; and under and by virtue of the authority vested in the undersigned as Substitute Trustee by that certain instrument recorded in Book 731 at Page 685 the Office of the Register of Deeds of Davie County; and under and by virtue of that certain Authorization, Findings and Order entered by the Clerk of Superior Court of Davie County on February 21, 2008, and of record in File 08 SP 16, default having been made in the payment of the indebtedness secured by said Deed of Trust and the said Deed of Trust being by its terms subject to foreclosure, and the holder of the indebtedness thereby secured having demanded the foreclosure thereof for the purpose of satisfying said indebtedness, and due notice having been given to those entitled to same, the undersigned Substitute Trustee will offer for sale at public auction, to the highest bidder, for cash, at **the Courthouse door in Mocksville, Davie County, North Carolina, at 12:00 Noon, on March 28, 2008**, the land conveyed in said Deed of Trust, the same being owned of record by Westside Chrysler Dodge Jeep, Inc., and being more particularly described as follows:

**TRACT ONE**

**BEGINNING at an iron stake at the northeastern corner of the intersection of Depot Street and Chaffin Street, said iron pin being South 86° 44' 54" East 579.94 feet (grid tie) from 1927 data NCGS monument "Mocksville 1948" N=783854.850 E=1537387.430 and thence from said beginning point with the southern right-of-way line of Depot Street, South 84° 17' 07" East 211.24 feet to an iron stake; thence leaving Depot Street, South 04° 26' 50" West 216.94 feet to a 36-inch walnut tree; thence South 84° 09' 53" East 75.26 feet to an "x" shaped iron found in the western right-of-way line of Hartman Street; thence with the western right-of-way line of Hartman Street, South 00° 30' 27" East 114.81 feet to an iron stake, said iron stake being the northeast corner of the Morgan E. Smith property described in Deed Book 78, Page 398, Davie County Registry; thence with the northern boundary line of the said Morgan E. Smith property, North 87° 18' 23" West 150.15 feet to an existing iron pipe, said existing iron pipe being the northeast corner of the property of the County of Davie as described in Deed Book 104, Page 613, Deed Book 100, Page 547, and Deed Book 104, Page 750, Davie County Registry, and said existing iron stake being North 02° 21' 58" West 49.95 feet (tie) from an existing iron stake; thence with the northern boundary line of the said County of Davie property, North 87° 11' 58" West 147.99 feet to an iron stake in the eastern right-of-way line of Chaffin Street; thence with the eastern boundary line of Chaffin Street, North 04° 43' 24" East 252.65 feet to a point, said point being the southeast corner of Chaffin Street and 10-foot, unnamed alley; thence with the southern boundary line of the said 10-foot alley, South 84° 17' 07" East 94.10 feet to a point, said point being the southeast terminus of said alley; thence**

**North 04° 43' 24" East 10.0 feet to a point; thence with the northern boundary line of said 10-foot alley, North 84° 17' 07" West 94.10 feet to a point, said point being in the eastern right-of-way line of Chaffin Street; thence with the eastern boundary line of Chaffin Street, North 04° 43' 24" East 84.0 feet to the point and place of beginning, and containing 1.876 acres (includes the 10-foot alley), as shown on a survey dated May 21, 2002 by Grady L. Tutterow, Professional Land Surveyor.**

**The Grantor quitclaims and conveys any interest it may have to the beneficiary in the 10-foot unnamed alley mentioned above, but makes no warranties as to the 10-foot alley.**

**Being the same property conveyed to the Grantor by deed dated August 26, 1999 and recorded in Book 312, Page 749, Davie County Registry.**

## **TRACT TWO**

**BEGINNING at an iron stake in the southern boundary line of Depot Street, said iron stake being approximately 78 feet along the right-of-way of Depot Street from the northeast corner of Hartman Street and Depot Street and said beginning point being the northeast corner in Depot Street of Tract One described above, and thence from said beginning point with the eastern boundary line of Tract One described above, South 04° 26' 50" West 216.94 feet to a 36-inch walnut tree, said walnut tree being a common corner of the within described property and Tract One above; thence with the northern boundary line of Tract One above, South 84° 09' 53" East 75.26 feet to an iron stake in the western right-of-way line of Hartman Street; thence with the western boundary line of Hartman Street, northwardly approximately 217 feet to the southwest corner of Hartman Street and Depot Street; thence with the southern boundary line of Depot Street, westwardly approximately 77 feet to the point and place of beginning, and containing 0.381 acres, plus or minus.**

**Being the same property conveyed to the Grantor by deed dated October 19, 1999 and recorded in Book 317, Page 132, Davie County Registry.**

Together with all the buildings, fixtures and improvements thereon, and all rights, easements, hereditaments and appurtenances thereunto belonging, including all heating, plumbing, ventilating, lighting goods, equipment and other tangible and intangible property, attached to or reasonably necessary to the use of such premises.

The aforesaid sale will be made subject to all encumbrances existing prior to the recording of the above-referenced Deed of Trust, including all valid and enforceable liens and also will be subject to all taxes and special assessments outstanding against the property.

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 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 representatives of either the Trustee or the holder of the note make any representation or 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.

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 conveyance 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.

The successful bidder at sale may be required to make an immediate cash deposit of the greater of five percent (5%) of the amount bid or Seven Hundred Fifty and no/100 Dollars (\$750.00).

The upset bids procedure of North Carolina General Statute Section 45-21.27 is applicable to this sale.

The following applies if the property being sold is residential real property with less than 15 rental units: (1) Pursuant to NCGS Section 45-21.29, the clerk of superior court of the county in which the property is sold may issue an order of possession of the property in favor of the purchaser and against the party or parties in possession. (2) Any person who occupies residential real property pursuant to a rental agreement entered into on or after October 1, 2007, may, after receiving this notice of sale, terminate the rental agreement upon 10 days written notice to the landlord. The tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Date of Notice: February 21, 2008

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Elizabeth M. Repetti  
Substitute Trustee  
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