

AMENDED
NOTICE OF FORECLOSURE SALE
FILE NO. 17-SP-182

Under and by virtue of the power of sale contained in that certain Deed of Trust executed by Jarrett House, Inc. to Neuse, Incorporated, dated February 22, 2011, and recorded in Book 1885, at Page 802 in the Jackson County Registry, Sylva, North Carolina, default having been made in the payment of the Note thereby secured by the said Deed of Trust, and the undersigned having been substituted as Trustee in the Deed of Trust by instrument duly recorded in the office of the Register of Deeds of the aforesaid county, and the Holder of the Note evidencing the indebtedness having directed that the Deed of Trust be foreclosed, the undersigned Substitute Trustee will offer for sale at the courthouse door in the City of Sylva, Jackson North Carolina, on **October 26, 2020, at 10:00 a.m.** and will sell to the highest bidder for cash the following real estate:

Generally described as certain real property, with any and all improvements thereon, located in Jackson County, North Carolina, and being more particularly described as follows:

TRACT ONE:

BEING the First Tract described in Deed from James R. Hartbarger and wife, Barbara Jean Hartbarger to Jarrett House, Inc., a North Carolina corporation, dated December 31, 1986 and recorded in Book Deed Book 653, page 12, Jackson County Public Registry.

BEGINNING at a stake, Southwest corner of the W.A. Dills residence lot, and running
-N. 08-03 W. 178 feet to a stake in the South side of Hill Street;
thence
-S. 86W. 46 feet to a stake in the South side of Hill Street;
thence
-N. 23 W. 55 feet to a stake between the branch and the road;
thence
-S. 83 W. 97.5 feet to a stake above the spring; thence
-S. 08-08 E. 242 feet to a stake; thence
-N. 80-45 E. approximately 160 feet to the point of beginning, containing 0.72 acres, more or less. Being the same as Tract 1 on Plat prepared by Roy J. Tucker & Associates, PA, entitled "James R. Hartbarger", dated April 9, 2001, and recorded in Plat Cabinet 18 Slide 585, Jackson County Public Registry, LESS

and EXCEPT the 0.07 acre parcel as shown on said recorded plat.

This conveyance is made and given SUBJECT to the right of way for Hill Street and U.S. 19A and 23 Business to their full legal widths.

TRACT TWO:

BEING all of the lands described in Deed from James R. Hartbarger and wife, Barbara J. Hartbarger to Jarrett House, Inc., a North Carolina corporation, dated July 1, 1983 and recorded in Book Deed Book 562, page 5, Jackson County Public Registry.

"BEGINNING on an existing 40-Penny nail in the sidewalk, old corner, said nail being N 81-31E 160.12 feet to an existing concrete monument, also corner of Jarrett House deed with reference to deed recorded at Book 324, Page 540, Jackson County Registry and thence runs with the beforementioned Jarrett House property line N 8-40W 172.90 feet to an existing iron pipe, corner common to Jarret House property and Harbarger 2.75 acre tract; thence continuing with beforementioned tract N 0-19E 13.88 feet to a nail in the centerline of Hill Street in the Town of Dillsboro; thence with the centerline of Hill Street N 89-29E 91.47 feet to a nail in centerline of said street, corner common to Enloe; thence leaving said street with Enloe's line S 7-25E 9.51 feet to an iron pipe set on the South edge of Hill Street, whole distance 173.79 feet to an iron pipe on the North edge of an existing four foot sidewalk, said pipe being N 8-38W 38.54 feet from a nail in the centerline of U.S. 19A & 23 Highway; thence with Northerly edge of said sidewalk S 81-27W 89.03 feet to the BEGINNING, containing 0.38 acre."

This conveyance is made and given SUBJECT to the right of way for Hill Street and U.S. 19A & 23 Business to their full legal widths.

This Parcel is given TOGETHER WITH and SUBJECT TO the joint right of way for the Proposed 20' Road Right of Way over existing 10' Paved Road, as shown on Plat recorded in Plat Cabinet 18 Slide 585 and as recorded in Book 1850 Page 828, Jackson County Registry.

Together with all additional rights, title, and interests of Grantor conveyed and described in the Deed of Trust recorded in Book 1885, at Page 802 in the office of the Register of Deeds of Jackson County.

This is a portion of the property described in the Deed of Trust recorded in Book 1885, at Page 802 in the office of the Register of Deeds of Jackson County.

The current property owner is Jarrett House, Inc.

The sale is made subject to all taxes (including but not limited to any applicable transfer taxes), special and homeowners' association assessments, and prior liens or encumbrances of record against the said property, unrecorded mechanics' and materialmen's liens, and any recorded releases.

The property to be offered pursuant to this Amended Notice of Foreclosure Sale is being offered for sale, transfer and conveyance "AS IS, WHERE IS, AND WITH ALL FAULTS." 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 representatives of either the Substitute Trustee or the 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.

To the extent not inconsistent with the terms of the Deed of Trust, the Substitute Trustee reserves the right to offer the property for sale as a whole or in such parts or parcels thereof as are separately described in the Deed of Trust, or the Substitute Trustee may offer the property for sale by each method and sell the property by the method which produces the highest price.

A cash deposit not to exceed the greater of 5% of the amount of the bid or \$750.00 may be required at the time of the sale. If no upset bid is filed within 10 days from the date the Report of Foreclosure Sale is filed, a Trustee's Deed will be tendered to the highest bidder. Any successful bidder shall be required to tender the full balance of the purchase price so bid in cash or certified funds at the time the Substitute Trustee tenders to him a Trustee's 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 may remain liable on his bid as provided for in N.C. Gen. Stat. §§ 45-21.30(d) and (e). In addition to the purchase price so bid any successful bidder will also be responsible for payment of revenue stamps and other costs of closing the sale.

An order for possession of the property may be issued pursuant to N.C. Gen. Stat. § 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.

In accordance with N.C. Gen. Stat. § 45-21.16A(b), in the event that this Amended Notice of Foreclosure Sale relates to residential real property with less than 15 rental units, including single-family residential real 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 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 10 days, but not more than 90 days, after the sale date contained herein, provided that the mortgagor/grantor 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.

This the 9/16/2020 | 13:55:53 EDT day of September, 2020.

WASLAW, LLC
Substitute Trustee

By: DocuSigned by:
Lance P. Martin
E2FFF54888E4B1...
Lance P. Martin
Authorized Representative
Post Office Box 2020
Asheville, NC 28802-2020
Telephone: 828-348-6070