

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

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

FILED

22 SP 84)

IN THE MATTER OF THE FORECLOSURE  
OF A DEED OF TRUST from [REDACTED]  
married and [REDACTED] his wife, dated  
December 20, 1996, recorded in Book [REDACTED]  
Page [REDACTED], Durham County Registry

NOTICE OF HEARING ON  
FORECLOSURE OF  
DEED OF TRUST

TO:

[REDACTED] (and spouse, if any)  
[REDACTED] (and spouse, if any)

YOU ARE HEREBY NOTIFIED that, pursuant to N.C.G.S. § 45-21.16, with respect to the foreclosure of the real property hereinafter described, the Clerk of Superior Court of Durham County, North Carolina shall conduct a hearing on:

**NOVEMBER 29, 2022, AT 10:30 A.M.**

**Durham County Courthouse in the Office of the Clerk of Superior Court  
510 South Dillard Street, Durham, North Carolina 27701  
Telephone Number: (919) 808-3000**

1. The real estate security interest being foreclosed is a Deed of Trust from [REDACTED] married and [REDACTED] his wife, ("Obligors") recorded in Book [REDACTED], Page [REDACTED] Durham County Registry ("Deed of Trust"), which secures an indebtedness in the original principal amount of \$77,400.00.

2. Pursuant to the Appointment of Substitute Trustee dated April 13, 2022, and duly recorded on April 25, 2022, in Book [REDACTED], Page [REDACTED] in the Durham County Registry, John W. Fletcher III (the "Trustee") has been substituted as trustee to serve in the place of Jennifer A. Jordan.

3. The property secured by the Deed of Trust is located in the County of Durham, State of North Carolina, commonly known as [REDACTED] **Durham, North Carolina 27713**, hereinafter referred to as the "Property" and is more particularly described as follows:

BEGINNING at a stake in the property line on the East side of Alston Avenue Road, the Northwest Corner of Lot #4 as shown on plat hereinafter referred to, running thence along the Northern boundary line of said lot #4 North 88 degrees 45' East 215.6 feet to a stake, the Northeast corner of said lot #4; thence North 7 degrees 55' East 151.8 feet to a stake; thence South 88 degrees 45' West 231 feet to a stake in the property line on the East side of Alston Avenue; thence along and with grid East line of Alston Avenue Road; South 2 degrees 10' West 150 feet to the place or point of beginning, and being Lots Nos.

1, 2, and 3 as shown on the plat of property of A.L. Wynne according to survey of E.H. Copley, C.E. April 1938, Said Plat being duly recorded in the office of the Register of Deeds of Durham County in Plat Book 12 at page 51.

AND

BEGINNING at a point six feet north from an iron stake in the northwest corner of lot Number one, known as the A.L. Wynne property on the east side of Alston Avenue Road, and running thence north 87 degrees 00' east 281 feet to an iron stake; thence south 12 degrees 00' west 157.5 feet to an iron stake; thence north 87 degrees 00' west 50 feet to an iron stake; thence north 12 degrees 00' east 151.5 feet to a point at the northeast corner of said lot number one; thence south 87 degrees 00' west 231 feet to an iron stake at the northwest corner of lot number one referred to above; thence north 6 degrees 30' east six feet to the point or place of beginning.

4. The name and address of the original lender under the Deed of Trust was Mortgage Choice, Inc., 4705 University Drive, Suite 290, Durham, North Carolina 27707.

5. The name and address of the present beneficiary under the Deed of Trust is U.S. Bank Trust National Association, as Trustee of the SCIG Series III Trust (7114 E. Stetson Drive, Suite 250, Scottsdale, Arizona 85251), serviced by SN Servicing Corporation, whose address is 323 Fifth Street, Eureka, California 95501, telephone number (800) 603-0836.

6. The Beneficiary has instructed the Trustee to institute foreclosure proceedings pursuant to the power of sale contained in the Deed of Trust because of the following default:

Failure to pay when due principal and interest as required by the Note and Deed of Trust.

7. The Beneficiary has accelerated the maturity of the debt secured by the Deed of Trust or the debt has matured by its very terms.

8. The Beneficiary has confirmed in writing to the Trustee the following:

a. The Beneficiary has given notice to the Obligors including any other debtor obligated to pay the secured debt, within thirty (30) days of the filing of this Notice, by first-class mail at such debtor's last known address, a written statement ("Statement") of the amount of principal, interest, and any other fees, expenses and disbursements that the Beneficiary in good faith contends to be owed to the Beneficiary as of the date of the Statement, along with a daily interest charge based on the contract rate as of the date of the Statement, all in full compliance with and pursuant to N.C.G.S. § 45.21.16(c)(5a). A true and correct copy of the Statement is attached hereto as Exhibit "A" and incorporated herein by reference. Nothing herein is intended to authorize any fees, charges or methods of charging interest which is not otherwise permitted under contract between the parties and other applicable law;

b. The Beneficiary, as holder of the debt, or the servicer acting on behalf of the Beneficiary, has not received within two (2) years of the date of the Statement any requests for information by the Obligor, or borrower pursuant to Section 45-93 of the North Carolina General Statutes; and

9. The Substitute Trustee certifies that the underlying debt evidenced by the Note and Deed of Trust is either (i) not a "home loan" as defined by N.C.G.S. § 45-101(1b), or (ii) it is a "home loan" as defined by N.C.G.S. §45-101(1b) and that the pre-foreclosure notice and information required by N.C.G.S. §45-102 & 103 have been provided in all material respects and the periods of time established by Article 11 of Chapter 45 of the North Carolina General Statutes have elapsed.

10. You have the right in accordance with Section 45-21.20 of the North Carolina General Statutes to terminate the power of sale being exercised in this foreclosure proceeding if you pay the indebtedness secured by the Deed of Trust and the expenses incurred in this matter (including compensation for Trustee's services) in full, prior to the expiration of the time for submitting any upset bid after the sale or any resale has been held.

11. You have the right to appear before the Clerk of Superior Court for Durham County.

a. At this hearing you shall have the opportunity to show cause as to why the foreclosure sale should not be allowed to be held.

b. If you do not intend to contest the Beneficiary's allegation of default, you do not have to appear at the hearing. Your failure to attend the hearing will not affect your right to pay the indebtedness and thereby prevent the proposed sale, or your right to attend the actual sale, should you elect to do so.

c. If you do not attend this hearing, the Trustee will ask the clerk for an Order to sell the real property being foreclosed.

12. The Trustee is a neutral party and while holding this position in this foreclosure proceeding, the Trustee may not advocate for the Beneficiary or the Obligor.

13. The Obligor has the right to apply to a judge of the Superior Court pursuant to Section 45-21.34 of the North Carolina General Statutes to enjoin the sale, upon any legal or equitable ground that the court may deem sufficient prior to the time that the rights of the parties to the sale or resale become fixed, provided that the Obligor complied with the requirements of N.C.G.S. § 45-21.34.

14. The Obligor has the right to appear at the hearing and contest the evidence that the Clerk of Superior Court is to consider under Section 45.21.16(d), and that to authorize the foreclosure, the Clerk of Superior Court must find the existence of the following:

- a. Valid debt of which the Beneficiary is the holder;
- b. Default of the debt;
- c. Right to foreclose under the instrument;
- d. Notice to those entitled to receive notice; and

- e. The underlying mortgage debt is not a "home loan" as defined in Section 45-101(1b) of the North Carolina General Statutes, or in the event it is a home loan, the Beneficiary has complied with the requirements of N.C.G.S. § 45-102 and 45-103; and
- f. The sale of the property is not barred by N.C.G.S. § 45-21.12A.

15. The Obligors have the right to seek the advice of an attorney, and free legal services may be available to the Obligors by contacting the Legal Aid of North Carolina or other legal services organizations.

16. Unless the indebtedness is satisfied, Trustee will offer for sale to the highest bidder for cash the Property described herein, less any portion thereof released from the lien of the Deed of Trust prior to the date of the sale (any released property will be described at and announced at the sale). The sale will be subject to the terms of the Deed of Trust and the Notice of Sale given in this proceeding. This sale will be further subject to the right, if any, of the United States of America to redeem the Property for a period of one hundred twenty (120) days following confirmation of this sale. A cash deposit will be required of the last and highest bidder. If the property described above is purchased at the sale by someone other than the Beneficiary, the purchaser shall pay the Clerk's Commissions in the amount of \$0.45 per \$100.00 of the purchase price (up to a maximum amount permitted by statute) or such other amount required by N.C.G.S. § 7A-308(a)(1) and shall pay all excise or revenue stamps on such deed.

17. If the foreclosure sale is consummated, the purchaser will be entitled to the possession of the property as of the date of delivery of the deed from Trustee to the purchaser and those in possession, if still in possession, can then be evicted.

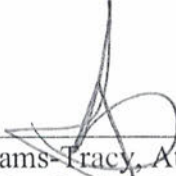
18. You should keep Trustee or Beneficiary notified in writing of your address so that you may be mailed copies of the Notice of Foreclosure Sale setting forth the terms under which the sale will be held, as well as notice of any postponements of such sale, of any upset bids filed, or of any resales. The name, address, and telephone number of Trustee are listed below.

19. The hearing may be held on a date later than that stated in this notice, and you will be notified of any change in the hearing date.

20. Upon information and belief, the hearing will not take place at a time that is during, or within 90 days after a period of military service for the mortgagor, trustor, or debtor as defined in N. C. G. S. §45-21.12A. That if the Obligor(s) is currently on military duty, the foreclosure may be prohibited by N.C.G.S. § 45-21.12A.

This 27 day of October 2022.

By:



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Jeff Williams-Tracy, Attorney for  
John W. Fletcher III, Substitute Trustee  
831 East Morehead Street, Suite 255  
Charlotte, NC 28202  
Telephone: (704) 334-3400  
Email: [jfletcher@fletchertydings.com](mailto:jfletcher@fletchertydings.com)

## Notice Pursuant to NCGS 45-21.16 (c)(5a)

October 26, 2022

[REDACTED]  
Durham, North Carolina 27713

[REDACTED]  
Durham, North Carolina 27713

FILED  
2022 OCT 28 A 11:08  
DURHAM COUNTY, N.C.

**Re: U.S. Bank Trust National Association, as Trustee of the SCIG Series III Trust**  
**Property Address: [REDACTED], Durham, North Carolina 27713**

This statement is provided to you pursuant to the requirements of North Carolina General Statute §45-21.16(c)(5a) by U.S. Bank Trust National Association, as Trustee of the SCIG Series III Trust, the holder your Note and Deed of Trust dated December 20, 1996, in the original principal amount of \$77,400.00.

The amount of principal that we, in good faith, state is  
owed on your Note as of this date is

\$ 59,663.58

The amount of interest that we, in good faith, state is  
owed on your Note as of this date is

\$ 57,668.88

The daily interest charge, based upon the contract rate is

\$ 17.69

The amount of fees and advanced expenses we  
contend are owed by you as of this date are

\$ 69,982.40

**U.S. Bank Trust National Association, as Trustee of the SCIG Series III Trust**  
 c/o SN Servicing Corporation  
 323 Fifth Street  
 Eureka, CA 95501  
 Toll Free: (800) 603-0836

PLEASE BE ADVISED THAT THIS LETTER CONSTITUTES NEITHER A DEMAND FOR PAYMENT OF THE CAPTIONED DEBT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. THIS LETTER IS BEING SENT TO ANY SUCH PARTIES MERELY TO COMPLY WITH APPLICABLE STATE LAW GOVERNING FORECLOSURE OF LIENS PURSUANT TO CONTRACTUAL RIGHTS.