

STATE OF NORTH CAROLINA

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COUNTY OF SURRY

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NOTICE OF SALE

UNDER AND BY VIRTUE of the power of sale contained in that certain Deed of Trust executed by Arthur A. Mosblech and Bertie R. Mosblech, dated April 21, 2010, and recorded in Book 1325 at Page 47 in the Office of the Register of Deeds of Surry County, North Carolina; and under and by virtue of the authority vested in the undersigned as Substitute Trustee by that certain instrument recorded in Book 1946 at Page 403 in the office of the Register of Deeds of Surry County, North Carolina; and under and by virtue of that certain Authorization, Findings and Order entered by the Clerk of Superior Court of Surry County on November 24, 2025, and of record in File 25SP001215-850, 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 Dobson, North Carolina, at 12:00 Noon, on December 17, 2025**, the land conveyed in said Deed of Trust, the same being owned of record by Arthur A. Mosblech and Bertie R. Mosblech, and being more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE.**

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 party other than the holder of the Deed of Trust being foreclosed, 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),

and (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.

The successful bidder at the 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, including single-family residential real property: (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 or renewed on or after October 1, 2007, may, after receiving this 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 [of termination] that is at least 10 days, but no more than 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. The tenant is liable for rent due under the rental agreement prorated to the effective date of the termination.

Date of Notice: November 24, 2025.



Stanley P. Dean
Substitute Trustee
723 Coliseum Drive, Suite 104
Winston-Salem, NC 27106
336-714-9985

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT A

BEGINNING at an iron set in a marked line on the South side of a creek in the line of the R. L. Gwyn Est. property and at a Northeast corner of the Leonard property; runs thence with the Leonard property line, two (2) courses and distances: North 84 degs. 01' 34" West 1074.98 feet to a 24" black pine; runs thence North 39 degs. 58' 26" East 262.02 feet to an iron set at a retaining wall, common corner of the Leonard and Booker property; runs thence with the Booker property line, the following three (J) courses and distances: North 7 degs. 08' 34" West 753.45 feet to an iron set on a bluff; thence North 8 degs. 36' 26" East 165.00 feet to a 2" found iron pipe at a creek; thence North 76 degs. 06' 26" East 1463.40 feet to an iron set in a marked line, the R. L. Gwyn Est. property; thence with the R. L. Gwyn Est. property line, South 15 degs. 58' 26" West 1638.04 feet to the point of BEGINNING and containing 36.0978 acres, as per the survey for Arthur Mosblech, prepared by C. Phil Wagoner, Surveyor, dated 2/17/82, and being the same property described in deed recorded in Deed Book 336, Page 606, Surry County Registry.

PID# 5011 00 35 0722

ALSO CONVEYED HERewith IS THAT right of way as described in Right of Way Agreement recorded in Book 530 , Page 785 , Surry County Registry.