

# TRUSTEE'S NOTICE OF SALE OF REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, by Deed of Trust recorded on August 21, 2006, of record in the Register's Office of Carroll County, Tennessee, in Trust Deed Book 552, page 868, **JANICE ROSS** did convey in trust, to W. KENT JONES, Trustee, a tract of land hereinafter described, to secure the payment of the indebtedness described in said Deed of Trust to CARROLL BANK & TRUST; and,

WHEREAS, said Deed of Trust provides that in the event of default in the payment of the debt secured by said Deed of Trust, when due, or in the event of failure to comply with any of the conditions and/or covenants of said Deed of Trust, the whole amount of the unpaid principal sum, together with all interest due and accrued upon the same, together with all other payments agreed to be made, shall, at the option of the holder, become due and payable immediately without demand or notice thereof; and,

WHEREAS, default has been made in the payment of the indebtedness secured by said Deed of Trust and there have been other violations of the conditions of said Deed of Trust, and the owner and holder of said debt has instructed the undersigned Trustee, to foreclose said Deed of Trust.

NOW, THEREFORE, by virtue of the authority in me vested as such Trustee, I will on the 10th day of May, 2019, offer for sale and sell in front of the Courthouse door in Huntingdon, Tennessee, at the hour of 10:05 a.m. to the last, highest and best bidder, for cash in hand, free from the equity of redemption, homestead, dower and curtesy rights, and all other rights or exemptions of every kind, and all unpaid taxes, to effect satisfaction of principal, interest and costs due on said promissory note(s) and Deed of Trust aforementioned, as well as to pay all attorney's fees and costs necessarily incident to this foreclosure, the following tract of land, situated in the 12th Civil District of Carroll County, Tennessee, more particularly described as follows:

BEGINNING at a set iron pin on the east margin of Hwy. #79 and 360 feet northward along margin from Nanney's old N-W corner, thence N-37 degrees 30'-E 120 feet along east margin of Hwy. #79 to a set iron pin, thence S-54 degrees 00'-E 222 feet to a chain link fence corner, thence S-37 degrees 58' 38"-W 120.03 feet to a truck axle, thence N-54 degrees 00'-W 221 feet to point of beginning. Containing 0.61 acres more or less.

For source of title see Warranty Deed Book 331, page 533, Register's Office of Carroll County, TN.

The street address of the above described property is believed to be 13940 Hwy. 79, McKenzie, Tennessee but such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control.

Other Interested parties: KEVIN ROSS, KIMBERLY K. ROSS, DANIEL MARTIN ROSS and MERISON'S LLC. If applicable, the notice requirements of TCA 35-5-117 have been met.

The debtors' equity of redemption, homestead, dower and all other rights or exemptions of the debtors are waived in said deed of trust, and the title is believed to be good, but said real estate will be sold and conveyed by me as Trustee and not otherwise.

Said sale will be made by Trustee only, without covenants of seizin or warranties of title, and title will be made subject to any unpaid taxes and assessments and all valid restrictions, liens, covenants or easements, if any, of record on said property.

The right is reserved to adjourn the day of the sale to another day certain without further publication, upon announcement at the time and place for the sale set forth herein, or with publication setting out the new date, time and place for the sale.

This law firm is acting as a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Dated at Huntingdon, Tennessee, this the 10th day of April, 2019.

**THE JONES LAW FIRM**  
**19478 WEST MAIN STREET**  
**HUNTINGDON, TN 38344-0707**